

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL ("SAPC")**

**REQUEST FOR PROPOSALS  
FOR  
ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
RFP # SAPC 2010-02**

**RELEASE DATE: 10/8/2010**

**PROPOSAL DUE DATE: 12/6/2010, 3:00 PM**



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## I. BACKGROUND

Los Angeles County has the largest population (10,418,695) of any county in the Nation and is larger than 43 States, ranking eighth behind California, Texas, New York, Florida, Illinois, Pennsylvania, and Ohio. Geographically, it is the second largest county in the United States, encompassing approximately 4,000 square miles. Approximately 27% of California's residents live in Los Angeles County. Of those residents who report being of one race, just under one-half identify as Hispanic or Latino (47.3%), followed by White, not Hispanic (30.0%), Asian (13.2%), Black/African-American (9.1%), and American Indian/Alaska Native (0.3%). Just over one-half of all residents are female (50.4%). More than one-quarter (26.4%) are younger than 18 and one-tenth (10.4%) are older than 65.<sup>1</sup>

The County is divided into eight Service Planning Areas (SPA 1 – Antelope Valley; SPA 2 – San Fernando; SPA 3 – San Gabriel; SPA 4 – Metro; SPA 5 – West; SPA 6 – South; SPA 7 – East; and SPA 8 – South Bay) and 26 health districts. Each region varies in size, population density, socio-economic status, health status, and so on. When addressing public health issues, including alcohol and other drug (AOD) use, the Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (County, SAPC) not only look at implementing effective prevention strategies (e.g., policy development, advocacy, media efforts, education, services), but also how the physical and social environments impact health (e.g., land use, safety, poverty, educational attainment).<sup>2</sup> Understanding key factors related to health, and the impact of the individual, family, society, and environment on AOD use, can lead to more effective and comprehensive AOD prevention services. Select indicators from the *Los Angeles County Department of Public Health June 2009 Key Indicators of Health by Service Planning Area (SPA)* are listed below.<sup>3</sup>

<b>SELECT VARIABLES FROM THE LOS ANGELES COUNTY PROFILE BY SPA 2009</b>	<b>SPA 1</b>	<b>SPA 2</b>	<b>SPA 3</b>	<b>SPA 4</b>	<b>SPA 5</b>	<b>SPA 6</b>	<b>SPA 7</b>	<b>SPA 8</b>
Share of County Population <sup>a</sup>	3.4%	20.9%	18.2%	12.3%	6.2%	10.1%	13.4%	15.6%
Adults 18-64 years who are uninsured	13.6% <sup>b</sup>	17.7% <sup>b</sup>	22.5%	31.4% <sup>c</sup>	11.8% <sup>b</sup>	32.9% <sup>c</sup>	24.2%	17.9% <sup>b</sup>
Households with income less than 100% Federal Poverty Level (all ages)	18.0%	12.0%	12.4%	23.8%	10.3%	28.3%	14.0%	14.7%
Unemployed and looking for work	7.2%	4.5%	5.1%	5.9%	3.1%	10.3%	5.4%	5.4%
Adults less than high school education	16.5%	15.3%	20.4%	29.5%	5.4%	39.3%	30.0%	19.4%
High school graduation rate (9 <sup>th</sup> graders graduated 4 years later)	66.2%	55.9%	76.1%	44.2%	58.1%	35.1%	61.4%	60.8%
Adults who believe their neighborhood is safe from crime	86.7%	88.7% <sup>b</sup>	87.6% <sup>b</sup>	75.2% <sup>c</sup>	90.6% <sup>b</sup>	57.0% <sup>c</sup>	82.4%	81.8%
Children age 1-17 whose parents say they can easily get to a safe place to play	80.3%	83.9% <sup>b</sup>	85.3% <sup>b</sup>	69.7% <sup>c</sup>	87.5% <sup>b</sup>	62.6% <sup>c</sup>	85.0% <sup>b</sup>	83.1% <sup>b</sup>
Rate of unintentional drug/alcohol related deaths among adults	9.3% <sup>c</sup>	4.7%	4.0% <sup>b</sup>	5.7% <sup>c</sup>	4.6%	5.6%	6.0% <sup>c</sup>	5.0%

Data is from the *Los Angeles County Department of Public Health June 2009 Key Indicators of Health by Service Planning Area (SPA)*. For additional indicators go to <http://www.lapublichealth.org/docs/keyindicators.pdf>. <sup>a</sup> Additional data by health district is available at [http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007\\_rev.htm](http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007_rev.htm). <sup>b</sup> Base number used is the total estimated persons when adding SPA estimates together (10,285,805), not the total LAC estimate (10,418,695); <sup>b</sup> SPA fares better than other SPAs; <sup>c</sup> SPA fares worse than other SPAs.

**Table 1. Key Health Indicators by SPA**

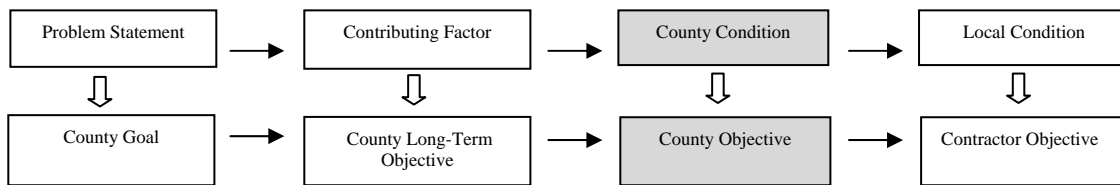
## **A. Substance Abuse Prevention and Control – Prevention Priorities**

The County, SAPC's goals are to reduce underage drinking/binge drinking, illicit drug use (marijuana, methamphetamine, and ecstasy), and emerging drug use (inhalants, over-the-counter, and prescription drugs) in Los Angeles County, especially among youth and young adults. Through the collective efforts of prevention contractors, the County, SAPC's long-term objectives are to 1) decrease availability and accessibility of AOD in Los Angeles County, especially among youth and young adults and 2) decrease the social norms and community conditions that contribute to AOD use in Los Angeles County (related objectives are included in **Section IV, FUNDING CATEGORIES**).

Given the diversity of Los Angeles County, there is expected diversity in AOD problems and contributing factors among different communities and populations. Conducting a community assessment, examining Los Angeles County data in smaller units (e.g., city, school district, SPA), and assessing existing program level data will further inform how these AOD problem areas rank and what specific evidenced-based AOD prevention efforts are best suited to address the County, SAPC's goals and objectives within the target community(ies) or populations.

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**NOTE:** For the purpose of this RFP, the following framework is used to define how problem statements and contributing factors translate to goals and objectives. For more information go to [www.mypreventioncommunity.org](http://www.mypreventioncommunity.org) and search under *Resources* → *SPF Resources* **or** *Resources* → *Publications* → *Prevention Tactics*. (Due to the size and variation of Los Angeles County, "county condition" was added to the model below.)



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## **B. County Problem Statements and Goals**

### **Alcohol – Underage Drinking and Binge Drinking**

Alcohol continues to be the leading substance of choice for individuals ages 12 to 17, 18 to 25, and 26 and older.<sup>4</sup> Excessive alcohol use contributes to digestive diseases, neuropsychiatric conditions, cardiovascular disease, malignant neoplasms, pregnancy-related conditions, fetal alcohol syndrome, and high risk behaviors (e.g., high risk sex). Additionally, alcohol misuse causes bodily harm in the form of traffic accidents, falls, suicides, poisoning, and occupational injuries. However, the cost of alcohol use is not just an individual issue but also a societal issue. The consequences of alcohol use impact the healthcare system, criminal justice system, and productivity (lost years of work due to death, quality of life, injury, illness). In 2008, the estimated total economic cost of alcohol use in Los Angeles County was \$10.8 billion (or roughly \$1000 per resident annually) and over 50% of these costs were due to alcohol-related illnesses. Each year, many lives are affected and lost due to alcohol related illnesses, injuries, crimes, and traffic/driving under the influence (DUI) related incidents. Over 28 incidents per hour and 6 deaths per day occurred due to alcohol use. Of the 242,265 alcohol related incidents, illness accounted for 5.6%, traffic (DUI) 21.3%, other injury 4.5%, and crime 68.6%.<sup>5</sup>

Risk taking behavior, especially among adolescents and young adults, is compounded when combined with alcohol use. Research shows that the younger the age of alcohol initiation, the greater the likelihood of

engaging in behaviors that put themselves and others at risk including experimenting with other drugs, high risk sexual behavior, and poor school performance. Early alcohol use has also been associated with greater likelihood of abuse or dependence in adulthood. For example, individuals who reported alcohol use prior to age 15 were four times more likely to meet the criteria for alcohol dependence during their lifetime.<sup>6</sup> While underage drinking can be influenced by a number of factors including consequences of a normal brain development, personality characteristics, psychiatric issues, heredity, and the environment, the increased possibility of later alcohol dependence necessitates prevention services that delay initiation or reduce experimentation and consumption.<sup>7</sup>

Among Los Angeles County public school students, reported lifetime alcohol use (defined as at least one full drink) increased from 3% in the 5<sup>th</sup> grade to 61% in the 11<sup>th</sup> grade, and past 30 day use increased from 2% in the 5<sup>th</sup> grade to 35% in the 11<sup>th</sup> grade. However, not only are youth *trying* alcohol, they also reporting getting *very drunk/sick* from use or binge drinking (5 or more drinks in a row within a couple of hours). Of those that reported getting very drunk or sick, 1% of 7<sup>th</sup> graders, 5% of 9<sup>th</sup> graders, and 10% of 11<sup>th</sup> graders reported doing so seven or more times in their lifetime. Similarly, of those who reported binge drinking in the past 30 days, 2% of 7<sup>th</sup> graders, 6% of 9<sup>th</sup> graders, and 11% of 11<sup>th</sup> graders reported doing so on three or more days in that month. Not unexpectedly, reported use increased as age increased. In addition, reported use remained fairly stable from Fall 2004 and Spring 2006, and Fall 2006 and Spring 2008 (see table below).<sup>8</sup>

USE OF THE FOLLOWING SUBSTANCE TO GET HIGH	CHKS – LA 5 <sup>th</sup> Grade		CHKS – LA 7 <sup>th</sup> Grade		CHKS – LA 9 <sup>th</sup> Grade		CHKS – LA 11 <sup>th</sup> Grade	
	04-06	06-08	04-06	06-08	04-06	06-08	04-06	06-08
Lifetime Alcohol Use	2%	3%	24%	23%	48%	44%	66%	61%
Past 30 Days Alcohol Use	2%	2%	13%	13%	28%	25%	36%	35%
Ever got “very drunk or sick” at least once (from 1 to 7+ times)			10%	9%	25%	25%	39%	38%
Ever got “very drunk or sick” 7 or more times			1%	1%	5%	5%	10%	10%
Past 30 Days Binge Drinking on 1 to 2 days			2%	3%	7%	7%	11%	10%
Past 30 Days Binge Drinking on 3 or more days			2%	2%	6%	6%	9%	11%

The California Healthy Kids Survey Los Angeles Sample (CHKS-LA) is a survey of participating students. The referenced surveys were conducted in the Fall 2004 to Spring 2006 (04-06) and Fall 2006 to Spring 2008 (06-08). Alcohol use is defined as one full drink of an alcoholic beverage. Binge drinking is defined as five or more drinks in a row within a couple of hours.

**Table 2. California Healthy Kids Survey- Alcohol**

Underage drinking and underage binge drinking is also a problem among young adults not yet of legal drinking age. Among adults 18 through 20, 37.8% (or an estimated 162,000) reported drinking alcohol, 19.2% (or an estimated 82,000) binge drinking, and 2.1%\* (or an estimated 9,000) reported heavy drinking (in the past month more than 60 drinks for males and 30 drinks for females), in the past month.<sup>9</sup> (\*figure is statistically unstable).

Alcohol overuse, however, is not just a problem of adolescence and young adulthood. Between 43% and 59% of individuals in all age groups who can legally consume alcohol, reported doing so in the past month. Of those individuals who reported drinking in the past month, 30.7% reported past 30 day binge drinking and 6.6% reported heavy drinking. There was an inverse relationship between age and alcohol overuse as almost one-fourth of those age 21 through 24 (28.0%), 25 through 29 (22.2%), and 30 through 39 (21.9%) reported binge drinking on at least one occasion in the past month with continued declines with increased age.

Approximately 4% of those adults ages 21-24, 25-29, and 50-59 reported heavy drinking in the past month; heavy drinking ranged from 2.7% to 4.4% across the age groups.<sup>10</sup>

**County Goal Related to Problem Statement:** *To decrease underage and binge drinking, especially among youth and young adults.*

### **Illicit Drug Use – Including Marijuana, Methamphetamine, and Ecstasy**

Illicit drugs include marijuana, methamphetamine, amphetamine, cocaine/crack, hallucinogens, ecstasy, heroin, and other illegal narcotics. The National Surveys of Drug Use and Health (NSDUH) data from 1999 to 2007, showed that past month illicit drug use by Californians remained fairly stable for those age 12-17 (10.44% to 9.99%) and 26 and older (7.62% to 6.81%), with an increase for those 18-25 (15.82% to 20.54%).<sup>11</sup> Like many population-based surveys, the NSDUH only delves further into illicit drug use by looking at select substances, in this case past month marijuana (6.83%, 16.97%, and 4.54% respectively) and past year cocaine use (1.70%, 6.62%, and 1.74% respectively).

More extensive information on recent illicit drug use by students is available through CHKS data. Los Angeles County 9<sup>th</sup> and 11<sup>th</sup> grade students reported lifetime and past month marijuana use nearly four times more than any other narcotic. For 9<sup>th</sup> graders, methamphetamine cocaine, and ecstasy use was tied, and only a percentage point separated these drugs for 11<sup>th</sup> graders (see table below).<sup>12</sup>

USE OF THE FOLLOWING SUBSTANCE TO GET HIGH	CHKS – LA 5 <sup>th</sup> Grade		CHKS – LA 7 <sup>th</sup> Grade		CHKS – LA 9 <sup>th</sup> Grade		CHKS – LA 11 <sup>th</sup> Grade	
	04-06	06-08	04-06	06-08	04-06	06-08	04-06	06-08
Lifetime Marijuana Use	1%	1%	9%	8%	26%	21%	35%	35%
Lifetime Methamphetamine Use					6%	5%	8%	6%
Lifetime Cocaine Use					6%	5%	7%	7%
Lifetime Ecstasy Use					4%	5%	4%	8%
Lifetime Heroin Use					3%	3%	2%	3%
Past 30 Days Marijuana Use			5%	4%	12%	11%	14%	17%
Past 30 Days Methamphetamine Use					3%	2%	3%	2%
Past 30 Days Cocaine Use					3%	3%	2%	3%
Past 30 Days Ecstasy*/LSD Use					1%	3%	2%	4%
Past 30 Days Heroin Use								

The California Healthy Kids Survey Los Angeles Sample (CHKS-LA) is a survey of participating students. The referenced surveys were conducted in the Fall 2004 to Spring 2006 (04-06) and Fall 2006 to Spring 2008 (06-08). \* Ecstasy was not explicitly stated in the 04-06 survey, and other psychedelics were included in both years.

**Table 3. California Healthy Kids Survey – Illicit Drugs**

Primary drug of choice at admission to substance abuse treatment programs funded by the County, SAPC provides some insight to drug use in the County. For Fiscal Year (FY) 2008-2009, 70% of those less than 18 at the time of admission reported marijuana as the primary drug of choice followed by alcohol (22%) and other illicit drugs such as methamphetamine (3.5%), cocaine/crack (0.86%), ecstasy (0.7%), and heroin (0.65%).<sup>13</sup> However, when comparing data across FY 2006-2007 and FY 2008-2009, the number of youth who reported ecstasy as their primary drug of choice at admission increased 400% from 16 to 64; and

although methamphetamine decreased nearly 50% from 634 to 308, it remained the second illicit drug of choice behind marijuana.

**County Goal Related to Problem Statement:** *To decrease illicit drug use (i.e., marijuana, methamphetamine, and ecstasy), especially among youth and young adults.*

### **Emerging Drugs –Inhalants, Prescription Drugs, and Over-the-Counter Medications**

While over-the-counter (OTC) medications, prescription drugs, and everyday products such as solvents and aerosols are legal and safe when used as indicated, these same products can become substances of abuse when not used as directed. The relative ease of access, and the perceived safety of particularly prescription medications and OTCs over other illegal drugs, can increase the attractiveness of these substances especially to adolescents. Nearly one in five adolescents report ever using inhalants or prescription drugs, and slightly more adolescents report misusing cough/cold medicine than crack/cocaine or ecstasy.<sup>14</sup> However, despite the frequency of use and ease of access, more youth reported discussing the risks of cocaine/crack, marijuana, and alcohol use with their parents than prescription drugs and inhalants.<sup>15</sup> Further, nationally, younger adolescents (12-13 years of age) tend to favor prescription drugs, and less than one-half of adolescents believe misusing cough/cold medicine is risky.<sup>16</sup>

The ease of access for these substances depends largely on what is available in the youth's home, homes of friends, or what they are able to easily obtain at local stores. However, just as with illegal narcotics and alcohol, these substances can damage the body and become addictive.

Inhalants: Regular household products such as degreasers, aerosol computer cleaners, permanent markers, whip cream canisters, and other volatile solvents, aerosols, gases, and nitrites can be inhaled/huffed to obtain a brief high. Inhaling these concentrated amounts of chemicals can cause long-term and even immediate lethal consequences. Hypoxia can decrease the ability to learn new things or engage in basic conversation, the break-down of myelin (the fatty tissue protecting some nerve fibers) can lead to muscle spasms and tremors making basic movement difficult, and "sudden huffing death" can result from even one occasion of huffing by an otherwise healthy person.<sup>17</sup>

Prescription Medications: When used as directed, and by the intended recipient, prescription medications can effectively manage short-term and chronic health conditions. However, opioids (Vicodin, OxyContin, codeine, morphine etc.), central nervous system depressants (Valium, Xanax, other tranquilizers and sedatives etc.) and stimulants (Adderall, Ritalin etc.) can also be used to get high and can become addictive.

OTCs/Cough Medicine: Due to the potential for use in manufacturing methamphetamine, restrictions on sales of OTCs containing pseudoephedrine already exist in California. However, other OTCs, especially cough medicines containing dextromethorphan (DXM) also have the potential for more immediate misuse. Commonly known as *robo-tripping* or *skittling*, consumption of excessive amounts of DXM create mind-altering effects and consequences can be similar to ketamine and PCP since DXM targets the same part of the brain.<sup>18</sup> Telephone calls to the California Poison Control System indicated a 10-fold increase in DXM abuse from 1999 to 2004; nine through 17 year olds constituted 74.5% of cases. When considering only that age group, DXM calls increased 15-fold.<sup>19</sup>

For Los Angeles County adolescents, only lifetime alcohol and marijuana use exceed cough/cold medicine abuse, prescription painkillers and inhalants. From Fall 2004 through Spring 2006 and Fall 2006 through Spring 2008, where data was available, the number of students reporting inhalant, cough/cold medicine, and prescription pain killer misuse remained stable suggesting opportunities for targeted prevention services.<sup>20</sup> Furthermore, 64% of adolescents age 12 through 17 stated the pain relievers were obtained from friends or relatives without their knowledge.<sup>21</sup>

USE OF THE FOLLOWING SUBSTANCE TO GET HIGH	CHKS – LA 5 <sup>th</sup> Grade		CHKS – LA 7 <sup>th</sup> Grade		CHKS – LA 9 <sup>th</sup> Grade		CHKS – LA 11 <sup>th</sup> Grade	
	04-06	06-08	04-06	06-08	04-06	06-08	04-06	06-08
Lifetime Inhalant		4%	14%	13%	16%	17%	14%	15%
Past 30 Days Inhalant			6%	6%	6%	6%	4%	4%
Lifetime Prescription Pain Killers			5%		9%	10%	15%	15%
Lifetime Tranquilizers/Sedatives						3%		5%
Lifetime Ritalin™/Adderall™						4%		5%
Lifetime Cough/Cold Medicine						19%		20%

The California Healthy Kids Survey Los Angeles Sample (CHKS-LA) is a survey of participating students. The referenced surveys were conducted in the Fall 2004 to Spring 2006 (04-06) and Fall 2006 to Spring 2008 (06-08).

**Table 4. California Healthy Kids Survey – Emerging Drugs**

While local data for transitional age youth (18-25) and adults (26+) inhalant and OTC misuse is unavailable, such use generally tapers off with age absent addiction. Limited data is available on adult misuse of prescription drugs, but according to the 2006-2007 NSDUH, 12% of Californians aged 18 through 25 and 4% of Californians aged 26 and older misused pain relievers in the past year.<sup>22</sup> Even though the data shows a decline in prescription misuse with age, it is not further stratified by age groups and thus it is difficult to determine if the greater frequency of legitimate prescriptions for older adults plays a role in misuse or abuse. For example, persons 65 or older comprise just 13% of the population but account for one-third of all prescriptions.<sup>23</sup>

**County Goal Related to Problem Statement:** *To decrease emerging drug (i.e., inhalants, over-the-counter medications, prescription drugs,) use, especially among youth and young adults.*

### **C. Contributing Factors and County Long-Term Objectives**

To impact the problem statements above and the related contributing factors described below, the County intends to fund community-based organizations to implement evidenced-based AOD prevention programs to address these County objectives: 1) decrease the availability and accessibility of AOD especially among youth and young adults and 2) decrease the social norms and community conditions that contribute to AOD use.

TERMS	
<b>Availability</b> refers to the physical existence of the substance in the community. Alcohol is available in venues such as licensed outlets, both on-sale and off-sale; private residences; and public venues such as fairs and carnivals. Alcohol outlet density is often looked at as an indicator of availability in a community. Other legal drugs, such as over-the-counter (OTC) and prescription drugs (Rx) are available in venues such as retail outlets (i.e., pharmacies, grocery stores, etc.) as well as private residences.	<b>Accessibility</b> refers to the ability to get or obtain the substance. In an alcohol outlet, or retail setting, access can be restricted by policies and procedures such as checking ID's to ensure patrons are 21 years of age or older and refusing sales to patrons displaying signs of intoxication. In a social setting, such as a private residence, access can be reduced by monitoring alcohol, OTC, and Rx drug supplies; not providing alcohol to those under the age of 21 years; not allowing underage drinking to occur at the residence; and discouraging continued drinking for guests displaying signs of intoxication.

**COUNTY OBJECTIVE ONE: DECREASE THE AVAILABILITY AND ACCESSIBILITY OF AOD IN LOS ANGELES COUNTY, ESPECIALLY AMONG YOUTH AND YOUNG ADULTS.**

The actual and perceived availability and accessibility of AOD has been shown to impact consumption patterns. Alcohol density and the proximity of outlets to one's residence contribute to consumption, and have been associated with negative consequences such as violence, crime, injury, and high risk sex (e.g., contracting STD, unintended pregnancy). Outlet density and proximity to residence also affects adolescent alcohol consumption in part because their age limits travel mobility.<sup>24</sup> A study in California found that adolescent binge drinking and subsequent driving was associated with alcohol retailers within 0.5 miles of home, and through simulation showed that decreased sales to minors could lead to reductions in binge drinking and driving after drinking.<sup>25</sup> Access within the home, at school, from peers etc. also contributes to adolescent AOD use.

According to the Prevention Regional Workgroups, each SPA identified alcohol availability and accessibility (e.g., outlet density, low cost, house parties, industry sponsored events, lack of enforcement for underage drinking) as contributors to alcohol consumption within their target community(ies). According to the CHKS 2006-2008 Los Angeles County sample, surveyed students indicated it was fairly easy (7<sup>th</sup> -16%, 9<sup>th</sup>-23%, and 11<sup>th</sup>-24%) or very easy (7<sup>th</sup> -17%, 9<sup>th</sup> -38%, and 11<sup>th</sup> -51%) to obtain alcohol, and similarly it was fairly easy (7<sup>th</sup> -9%, 9<sup>th</sup> -18%, and 11<sup>th</sup> -20%) or very easy (7<sup>th</sup> -11%, 9<sup>th</sup> -31%, and 11<sup>th</sup> -48%) to obtain marijuana. While perceived accessibility was higher for those who reported alcohol (7<sup>th</sup> -23%, 9<sup>th</sup> -44%, and 11<sup>th</sup> -61%) or marijuana use (7<sup>th</sup> -8%, 9<sup>th</sup> -21%, and 11<sup>th</sup> -35%) at least once in their lifetime, it does highlight opportunities for prevention efforts. A gap in local data about the perceived ease of availability and accessibility remains for other substances of abuse, including prescription or OTC drugs, and inhalants. However, national data indicates that adolescents find prescription medications easy to obtain from family, relatives, and friends.<sup>26</sup>

Evidenced-based environmental strategies to reduce access and availability have focused largely on alcohol, including efforts to increase taxes on alcohol, mandatory responsible beverage service training, happy hour restrictions, social host liability laws, alcohol outlet density, and others.<sup>27,28</sup> However, efforts are beginning to emerge that raise awareness on the dangers of inhalant and prescription/OTC use and aim to change behaviors that contribute to ease of access. Community level efforts include attempts to change store practices on sales of products that are legal when used properly but can also be used to get high (e.g., household aerosol products, ephedrine, cough syrup) or prescribing practices of physicians/pharmacy controls, and household level efforts such as increasing caregiver knowledge about these substances of abuse and changing behaviors and storage practices that limit access.

Research has shown that drug availability influences the use of drugs beyond the influence of individual characteristics.<sup>29</sup> Therefore, it is important to develop prevention interventions/efforts that not only focus on the individual but also the community and environment.

AOD PREVENTION EFFORTS THAT WOULD ADDRESS LONG TERM OBJECTIVE ONE		
ALCOHOL: UNDERAGE AND BINGE DRINKING	ILLCIT DRUGS: MARIJUANA, METHAMPHETAMINE, ECSTASY	EMERGING DRUGS: INHALANTS, PRESCRIPTIONS, OTC
<ul style="list-style-type: none"> <li>• Implement and enforce local ordinances (e.g., social host, deemed approved, conditional use permits, public consumption, zoning)</li> <li>• Restrict availability at events attended by minors</li> <li>• Ensure compliance with minimum age purchase laws</li> <li>• Retail beverage service training</li> <li>• Restrictions on alcohol density, location, and types of outlets</li> <li>• Collaborative projects with Alcohol Beverage Control</li> </ul>	<ul style="list-style-type: none"> <li>• Surveillance of high risk public areas</li> <li>• Nuisance abatement</li> <li>• Enforcement of zoning and building codes</li> <li>• Enforcement of marijuana dispensaries regulations</li> <li>• Restrictions on sales of drug paraphernalia</li> <li>• Restrict availability at events attended by minors</li> </ul>	<ul style="list-style-type: none"> <li>• Retailer Education/Training</li> <li>• Mandatory/voluntary restrictions on sales</li> <li>• Compliance with minimum age purchase laws</li> <li>• Restrict availability at events attended by minors</li> </ul>
While not exhaustive, this is a list of recommended AOD prevention strategies/activities sought to address this goal. Proposers must ensure that selected efforts are supported by evidence/research, the assessment results (SPF Step 1), and community needs.		

**Table 5. Sample Efforts to Address Objective One**

**COUNTY OBJECTIVE TWO: DECREASE THE SOCIAL NORMS AND COMMUNITY CONDITIONS THAT CONTRIBUTE TO AOD USE IN LOS ANGELES COUNTY.**

Families, peers, media, music, movies, advertising, laws, and regulations all play a role in influencing individual beliefs and attitudes about AOD use, and maintaining or modifying the social norms of the community. Social, economic, and environmental conditions also impact health, including AOD use. Interventions designed to influence social norms and community conditions can lead to less favorable attitudes towards AOD use and help create healthier communities.

TERMS	
<p><b>Social Norms</b> refers to the expected, approved, and/or established attitudes and behaviors around an issue, in this case AOD use. Social norms can vary based on geography (e.g., among nations, states, or cities) and/or membership with a specific group (e.g., race/ethnicity, gender, age), and can change over time. Factors such as family attitudes and behaviors, media (movies, music, advertising), and the absence or presence of laws, regulations, and policies, (as addressed in Goal 1) contribute to how individuals perceive and respond to established social norms, and whether they change over time.</p>	<p><b>Conditions</b> refer to the social, economic, and environmental factors that influence health, in this case AOD use. This includes income, employment status, educational status, social networks/support, community cohesion, and the built environment (e.g. deteriorating or dilapidated buildings, unkempt streets or sidewalks, poorly lit areas, availability of parks). Social, economic, and environmental factors play a role in the health of individuals and communities, including AOD use.</p>

How families model values, attitudes, and beliefs about AOD use help shape their children's values, attitudes, and beliefs about acceptable or unacceptable AOD use. The degree to which parents disapprove of AOD use influences whether the child will initiate use even when associating with AOD using peers; consistent disapproval throughout adolescence plays a stronger role than maintained moderate disapproval or declining disapproval with age.<sup>30</sup> Parental alcohol problems also influence whether the child would later use.<sup>31</sup> As children and adolescents grow, the media, music, movies, as well as liquor store, mass transit, billboard, and website advertisements also influence views on AOD use. Between 2001 and 2005 youth exposure to alcohol ads increased 41% and more than 40% of those ads were played during programs viewed largely by 12-20 year olds. Similarly, for every 1 million magazine readers age 12 through 19, there were 1.6 times more beer ads and 1.3 times more distilled spirits ads.<sup>32</sup> Adolescents 10 through 14 can be exposed to 5.6 hours of movie alcohol content, and 83% of top box office hits from 1998 through 2003 (including 56.6% of G/PG rated movies) depicted alcohol use.<sup>33</sup> Exposure to marijuana use in music has also been associated with early marijuana use by urban American adolescents.<sup>34</sup>

<b>AOD PREVENTION EFFORTS THAT WOULD ADDRESS LONG TERM OBJECTIVE TWO</b>		
<b>ALCOHOL: UNDERAGE AND BINGE DRINKING</b>	<b>ILLCIT DRUGS: MARIJUANA, METHAMPHETAMINE, ECSTASY</b>	<b>EMERGING DRUGS: INHALANTS, PRESCRIPTIONS, OTC</b>
<ul style="list-style-type: none"> <li>• Restrictions on advertising (e.g., billboards, mass transit, near places where minors frequent)</li> <li>• Restrictions/enforcement on product or sign placement in retail outlets</li> <li>• Appropriate design, maintenance/upkeep of parks, streets, buildings, and other public places</li> <li>• Restrict availability at events attended by minors (e.g., family events, sports, fairs)</li> <li>• Reduced access in the home through proper storage, monitoring, and disposal</li> <li>• Widespread media campaigns (e.g., at the SPA or County level)/media advocacy</li> <li>• NREPP Substance Abuse Prevention Programs/Communities That Care Programs</li> <li>• Develop youth skills/assets counter to AOD use (e.g., peer leadership, life skills, parent bonding)</li> <li>• AOD screening and referral by agency, in schools, detention facilities, and medical offices</li> </ul>		
While not exhaustive, this is a list of recommended AOD prevention strategies/activities sought to address this goal. Proposers must ensure that selected efforts are supported by evidence/research, the assessment results (SPF Step 1), and community needs.		

**Table 6. Sample Efforts to Address Objective Two**

In the broader community context, social, economic, and environment factors impact overall health, including substance use and abuse. Where people are born, grow up, live, work, and age, and the systems put in place to deal with illness<sup>35</sup>, as well as income, education, employment, social networks/support, and community cohesion have been associated with positive or negative health outcomes. The built environment, which includes presence of dilapidated/deteriorating building, has been associated with negative health outcomes including alcohol overuse/heavy drinking. In one study, respondents residing in areas characterized as poor built environments were 150% more likely to drink heavily than those in better environments even after controlling for individual characteristics.<sup>36</sup> Understanding the link between social, economic, and environmental factors and AOD use help improve the community conditions and decrease experimentation and misuse.

## **II. OBJECTIVE**

The County of Los Angeles Department of Public Health - Substance Abuse Prevention and Control is issuing a Request for Proposals (RFP) for Alcohol and Other Drug Prevention Program Services. The purpose of the RFP is to select prevention contractors that can effectively implement culturally competent, community

focused, and evidence-based prevention services for targeted populations or within defined geographic areas in Los Angeles County. In addition, these prevention contractors must address the County, SAPC's goals to decrease underage drinking/binge drinking, illicit drug use (marijuana, methamphetamine, ecstasy), and/or emerging drug use (inhalants, over-the-counter, and prescription drug) in Los Angeles County, especially among youth and young adults, and the County, SAPC objectives to 1) decrease availability and accessibility of AOD especially among youth and young adults and 2) decrease social norms and community conditions that contribute to AOD use in Los Angeles County. Collectively, these efforts will help achieve the County SAPC's prevention mission *to improve the health of Los Angeles County residents by strengthening community and individual capacity to prevent substance use and abuse, and the related harms.*

The County, SAPC intends to provide technical assistance and training on core prevention topics (e.g., conducting a community assessment, community building/mobilizing, environmental prevention) throughout the contract term to better ensure that selected Contractors have the capacity to achieve their goals and objectives and impact the County, SAPC's goals and objectives.

The RFP will require Proposers to use the Strategic Prevention Framework (SPF) format to articulate the goals, measurable objectives, services, and evaluation efforts of the proposed prevention services.

This process will provide a formal procedure in which agencies (hereafter collectively referred to as "Proposers") can submit their qualifications and proposals (collectively referred to as "proposal") for providing those services in Los Angeles County, as described herein, from which the Los Angeles County Department of Public Health (DPH) can evaluate proposals and make contract (hereafter referred to as "contract" or "agreement") recommendations to the County of Los Angeles Board of Supervisors (hereafter referred to as "County" unless otherwise stated).

### III. PREVENTION SERVICES FRAMEWORKS

The Strategic Prevention Framework (SPF), the Institute of Medicine (IOM) population classification system, and the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies are three distinct frameworks that when combined contribute to the development of comprehensive, culturally competent, and effective prevention services. Use of these frameworks is also required by the California Department of Alcohol and Drug Programs (CA-ADP) and included as part of their required California Outcome Measurement Service for Prevention (CalOMS Pv) web-based reporting system. For more information on topics discussed in this section, see RESOURCES on page 56 of this RFP.

#### A. Strategic Prevention Framework (SPF)

The SPF is a five step planning process that guides the development of prevention services. Central to all steps is ensuring that efforts are culturally and linguistically competent, and sustainable. By addressing each of these steps, the prevention services should address the needs of the target community(ies) and population(s), enhance protective factors and reduce risk factors, build community capacity and collaboration, develop goals and measurable objectives, and emphasize evaluation to ensure the program achieves the intended outcomes. The following is a brief description of each SPF step.

**Step 1 Assessment** – The assessment involves collecting data on the target community(ies) including describing the demographic characteristics of the population, common risk and protective factors that contribute to AOD use, and can include any individual, family, school, community, peer, or environmental impact/needs. It should address existing community resources and identify service gaps as well as readiness to address the AOD issue(s) through leadership, policies, and services. Cultural competence and community relevance should also be addressed.

**Step 2 Capacity** – This step involves mobilizing the target community(ies) to identify and address local AOD issue(s) and strengthen the community’s capacity to respond effectively to the identified needs. Essential to this process is involving key stakeholders, local leaders (both elected officials and natural leaders), service providers etc. in the planning, implementation, and evaluation processes. Developing and/or participating on local coalition(s) is needed to ensure a participatory and community-driven process.

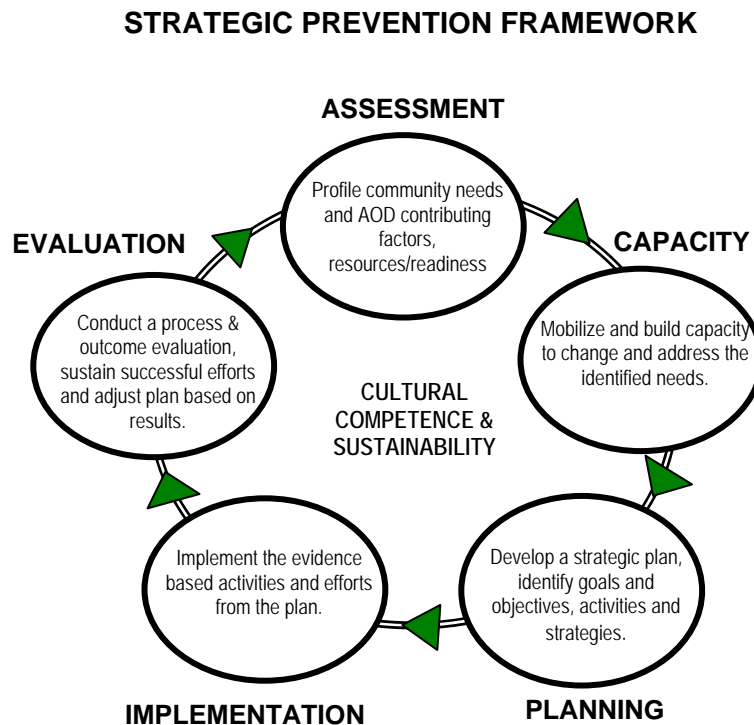


Figure 1. Strategic Prevention Framework

**Step 3 Planning** – This step involves using the information gathered in the assessment to develop a data-driven strategic plan that logically addresses the AOD issues and contributing factors within the target community(ies) through evidenced-based policies, programs, and practices. Goals, measurable objectives, and evidence-based strategies and activities will be identified.

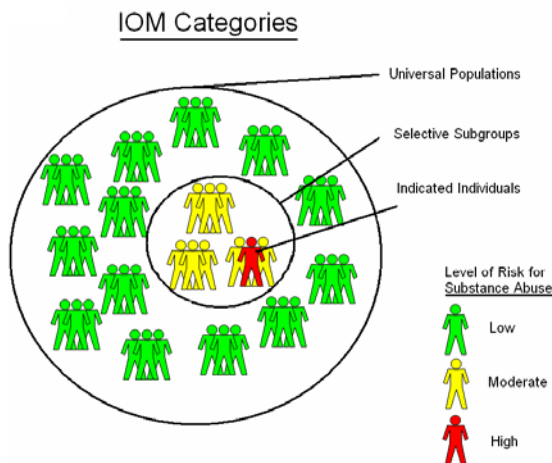
**Step 4 Implementation** – This step involves developing a detailed Work Plan that includes specific timelines for key activities, and putting the plan developed in Step 3 into action. Additional research, acquisition of materials, training, etc., to support the plan will occur here. Formulation of the process and outcome evaluation will also begin in Step 4.

**Step 5 Evaluation** – This step involves conducting the process and outcome evaluation. The results of a well-planned and developed evaluation will determine if the objectives were met, identify areas of improvement, and determine fidelity to the plan. Based on the results, other SPF steps may need to be revisited to ensure continued effectiveness of the prevention services.

## **B. Institute of Medicine (IOM) – Classification System**

The IOM model divides the continuum of services into three parts: prevention, treatment, and maintenance. The prevention classifications are further subdivided into universal, selective, and indicated.<sup>37</sup> The IOM category is assigned by looking at the risk level of the individual or group receiving the service.<sup>38</sup>

**Universal** - Universal prevention targets the entire population (national, local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the (ab)use of alcohol or other drugs. All members of the population share the same general risk for substance (ab)use, although the risk may vary among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk.



**Figure 2. IOM Categories**

**Selective** - Selective prevention targets subsets of the total population at risk for substance abuse by virtue of their membership in a particular population segment. Selective prevention targets the entire subgroup regardless of the degree of risk of any individual within the group. The selective prevention program is presented to the entire subgroup because the subgroup as a whole is at higher risk for substance abuse than the general population. An individual's personal risk is not specifically assessed or identified and is based solely on a presumption given his or her membership in the at-risk subgroup.

**Indicated** - Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet DSM-IV criteria for abuse or dependence, but who are showing early danger signs, such as failing grades and

consumption of alcohol and other gateway drugs. The mission of indicated prevention is to identify individuals who are exhibiting potential early signs of substance abuse and other problem behaviors associated with substance abuse and to target them with special programs.

### **C. Center for Substance Abuse Prevention (CSAP) Strategies**

The SAMHSA CSAP has classified common prevention activities into six categories termed strategies. Selected Contractors must be knowledgeable of these strategies and the associated activities for data reporting purposes, however, actual AOD prevention efforts must be selected based on evidence to achieve the desired outcome(s). For more information on the CA-ADP's data reporting requirements for the web-based CalOMS Pv, and the CSAP strategies and associated activities, see **Exhibit II**.

### **D. Evidence-Based Services/Curricula**

Proposers must select AOD prevention services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individual level AOD use and related outcomes. This is defined as 1) evidence-based programs or curricula categorized under substance abuse prevention on the National Registry of Evidence-based Programs and Practices [<http://nrepp.samhsa.gov>] or Communities That Care Prevention Strategies Guide [<http://ncadi.samhsa.gov/features/ctc/resources.aspx>]; 2) substantiated AOD environmental strategies such as those described in the RAND Preventing Underage Drinking Technical Report [<http://www.rand.org/health/feature/gto/>] or the Centers for Disease Control and Prevention Community Guide [<http://www.thecommunityguide.org/alcohol/index.html>]; or 3) where the program or curricula is not a recognized best practice/model program (as described in one above), Proposers must attach results of an evaluation/research conducted by an evaluator independent of the proposer that includes detailed evidence of program effectiveness and the ability of the program/curricula to achieve the intended outcomes.

Overall, Proposers must demonstrate that selected AOD prevention effort(s) align with the County SAPC's goals and objectives while addressing the problem areas and contributing factors identified in the Proposer's community assessment (SPF Step 1), and that they are culturally appropriate/relevant and supported by research/evidence to achieve the desired outcome(s). Proposers must justify selection of the evidence-based prevention efforts in the appropriate section(s) of the Proposal.

## E. Alcohol and Other Drug (AOD) Screening Tools/Instruments

Proposers must select AOD validated (tested) standardized screening tools/instruments or a SAPC approved screening tool to identify the level of risk present for an individual to determine 1) if the individual is appropriate for AOD primary prevention services, or 2) if the risk level is too high for indicated prevention services to provide optimum benefit, in which case the person needs referral for an AOD treatment assessment or other services. The following tools/instruments are approved by SAPC and must be used: Substance Abuse Subtle Screening Inventory (SASSI), Alcohol, Smoking, and Substance Involvement Screening Test (ASSIST). To find these AOD screening tools/instruments, please visit the following website: <http://lib.adai.washington.edu/instruments>.

An additional tool that has been approved by SAPC and widely used by University of California Los Angeles is the Alcohol Use Disorders Identification Test - Consumption (AUDIT – C+). Note: AUDIT – C+ has not been validated.

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**Note: Except as required in Section IX. PROPOSAL NARRATIVE REQUIREMENTS, Proposers should use the IOM and CSAP frameworks as a guide, but not the basis, for developing the AOD prevention program design.**

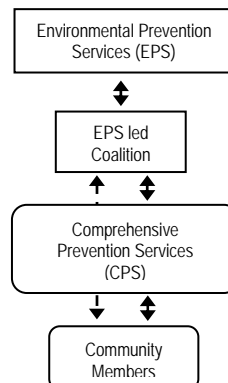
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## IV. FUNDING

### A. Funding Categories

The County is issuing a two-part RFP: **Category 1** will select up to eight (8) community-based providers (one per SPA) to coordinate and implement Environmental Prevention Services within the identified SPA and **Category 2** will select up to thirty-three (33) community-based agencies for the provision of Comprehensive Prevention Services within target communities. Proposers may apply for either Category 1 or Category 2, or for both Category 1 and Category 2.

Through the coordinated efforts of Category 1 and Category 2 contractors, the County, SAPC intends to build local capacity to address AOD prevention issues and decrease the problems associated with AOD use. The SPA-based coalition coordinated by the Category 1 contractor will involve both community members/leaders, and local agencies (including Category 2 contractors) to better ensure community involvement/agreement and coordinate the local AOD prevention efforts. The Category 2 contractors will further engage their target populations(s)/community(ies) to better ensure participation. See Figure 3.



**Figure 3. Funding Categories**

- **Category 1: Environmental Prevention Services**

Environmental Prevention Services (EPS) address *alcohol* availability and accessibility through environmental efforts that change the policies, ordinances, and practices that facilitate *alcohol* use within the target SPA, and develop methods to ensure efforts are enforced and sustained once implemented. While each award is for a specific SPA, the environmental efforts may begin in more defined locations (e.g., cities within the SPA) based on the community assessment and the current community capacity/readiness, and then extend to other locations throughout the contract-term as capacity and momentum builds. Furthermore, even though Category 1 focuses on environmental prevention, Proposers must implement multiple strategies (e.g., education, community organizing) appropriately and in combination to ensure success.

Effective environmental efforts to address problems related to alcohol are described under the alcohol section in **Table 5** and include, but are not limited to: restricting where and how alcohol is sold, alcohol outlet density, retail beverage service training, adoption and enforcement of local ordinances (e.g., social host ordinances, conditional use permits, deemed approved ordinances), increasing the cost of alcohol, enforcement of laws prohibiting sales to minors, and other evidence-based approaches/practices as allowed by **Section III. PREVENTION SERVICES FRAMEWORKS, paragraph D, Evidence-Based Services/Curricula**. Proposers must include the necessary steps to implement, enforce, and sustain the identified environmental efforts. Proposers for Category 1 must choose at least one policy effort. It is recommended that the Proposer identify an existing model for policy change.

The RFP requires Proposers to use the Strategic Prevention Framework (SPF) format to articulate the goals, measurable objectives, services, and evaluation efforts of the proposed prevention services. While the community assessment included in the Proposal will help identify what environmental efforts will likely lead to the greatest decrease in alcohol availability and accessibility in the target SPA, selected EPS Proposers must complete a more comprehensive community assessment within the first six months of contract award to better articulate the community conditions and needs, and determine if modifications to the accepted Proposal are necessary. Furthermore, selected EPS Proposers will assist the County, SAPC in conducting a SPA-wide community assessment upon contract award and throughout the contract term as needed.

Selected EPS Contractors will also coordinate a coalition of community member/leaders and local agencies from the target SPA to ensure community involvement in implementing and sustaining the identified environmental efforts. To extend the reach of the identified environmental efforts, and build more widespread community support, the coalition membership will also include selected CPS Contractors (Category 2). Here, the selected EPS Contractor's role is to develop the capacity of selected CPS Contractors within the SPA to effectively inform and engage individuals/agencies from their target community(ies) to address the identified environmental policy efforts.

Selected EPS contractors will address the following goal and long-term objective, and at minimum two objectives:

<b>Goal 1</b>	Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.
<b>Long-Term Objective 1</b>	Decrease availability and accessibility of alcohol in Los Angeles County, especially among youth and young adults.

**County Objectives**

Required	<b>1.1</b>	Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
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Select at least one additional objective as indicated by assessment	<b>1.2</b>	Increase compliance with liquor laws for liquor, convenience, and grocery stores.
	<b>1.3</b>	Increase compliance with liquor sales and serving practices at bars and restaurants.
	<b>1.4</b>	Decrease social access to alcohol by underage individuals (e.g., at parties, peers, friends, families, community events).

The County anticipates funding up to eight (8) contracts in Funding Category 1. It is anticipated there will be one contract per SPA. The base for each contract award is \$300,000 per year and adjusted by SPA based on need.

SPA	Base	Maximum
1	\$300,000	\$338,625
2	\$300,000	\$461,166
3	\$300,000	\$435,876
4	\$300,000	\$451,646
5	\$300,000	\$328,042
6	\$300,000	\$509,431
7	\$300,000	\$430,217
8	\$300,000	\$444,997
	<b>\$2,400,000</b>	<b>\$3,400,000</b>

To apply for funding above the base, the Proposer must include a statement in the body of the Proposal as specified in **Section IX. PROPOSAL NARRATIVE REQUIREMENTS, Section III. PREVENTION SERVICES FRAMEWORKS, A. Strategic Prevention Framework, Planning** on how the additional funding would increase services/service areas.

- **Category 2: Comprehensive Prevention Services**

Comprehensive Prevention Services (CPS) focus on both community and individual level efforts to decrease 1) the ease of AOD access and availability within the target population(s) or community(ies) especially among youth and young adults and 2) the social norms and community conditions that contribute to AOD use. The AOD problems and contributing factors identified in the community assessment will drive selection of the prevention services/efforts. Services/efforts will be specific to the highest priority target substance(s) as identified in the community assessment and consistent with the County, SAPC's goals (i.e., alcohol, marijuana, methamphetamine, ecstasy, inhalants, over-the-counter, and prescription drugs).

While CPS Proposals may select focused prevention services/efforts (e.g., screening at local medical facilities, parent and student education, changing local policies/ordinances) it will still comprehensively balance the need to 1) change the local conditions that facilitate AOD use, 2) identify individuals who could benefit from or contribute to prevention services/efforts, and 3) change the knowledge and behaviors of youth and adults that contribute to community norms about AOD use or actual AOD use. Selected efforts must be based on the needs of the target population(s) and/or community(ies), and ensure use of evidenced-based interventions and services with the proven ability to achieve the desired results (as defined in **Section III. PREVENTION SERVICES FRAMEWORKS, parts D and E**).

The RFP requires Proposers to use the Strategic Prevention Framework (SPF) format to articulate the goals, measurable objectives, services, and evaluation efforts of the proposed prevention services. While the assessment included in the response will help identify what prevention efforts will likely lead to the greatest decrease in AOD availability and accessibility and social norms and community conditions that contribute to AOD use, selected CPS Proposers must complete a more comprehensive community assessment within the

first six months of contract award to better articulate the community conditions and needs, and determine if modifications to the accepted Proposal are necessary.

Selected CPS Contractors will participate on the coalition(s) coordinated by the selected EPS Contractor (Category 1) in the SPA(s) where it provides services, and report on efforts to inform and involve their target community(ies) in the implementation of the identified environmental efforts. Therefore, the selected Category 1 and Category 2 Contractors must each address Goal 1, Objective 1.1 in the proposal. Selected CPS Contractors will also develop a mechanism (e.g., community advisory meeting, coalition, Town Halls) to obtain community feedback to guide the development of their identified prevention services and to effectively and efficiently adjust to changing community needs.

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**Note: AOD environmental prevention services are also encouraged under Category 2 - CPS and thus not limited to Category 1 EPS Proposals only. If an agency applies for both Category 1 and Category 2, each Proposal must be distinct as described in Section IV. FUNDING.**

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Selected CPS contractors will address a minimum of two goals (Goal 1 required), and Long-Term Objectives 1 and 2 (see county objective requirements below). If selecting Goal 2 and/or Goal 3, it is not required to target each substance listed unless indicated by the assessment and feasible given resources:

- |                              |  |
|------------------------------|--|
| <b>Goal 1</b><br>Required    | Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.   |
| <b>Goal 2</b>                | Decrease illicit drug use (i.e., marijuana, methamphetamine, ecstasy) in Los Angeles County, especially among youth and young adults.                                |
| <b>Goal 3</b>                | Decrease emerging drug use (i.e., inhalants, over-the-counter, prescription drug use) in Los Angeles County, especially among youth and young adults.                |
| <b>Long-Term Objective 1</b> | Decrease availability and accessibility of AOD in Los Angeles County, especially among youth and young adults. (Proposer must specify target substance(s) selected). |

#### County Objectives

Required	<b>1.1</b>	Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
Select at least one additional objective (1.2-1.10), more if indicated by the assessment and feasible given resources.	<b>1.2</b>	Increase compliance with liquor laws for liquor, convenience, and grocery stores.
	<b>1.3</b>	Increase compliance with liquor sales and serving practices at bars and restaurants.
	<b>1.4</b>	Decrease social access to alcohol by underage individuals (parties, peers, friends, families, community events).
	<b>1.5</b>	Decrease social access to illicit/emerging drugs by underage individuals (parties, peers, friends, families, community events).
	<b>1.6</b>	Increase enforcement of existing marijuana laws and implement new laws and policies that limit availability and access as suggested by data and condition.
	<b>1.7</b>	Increase the difficulty to obtain or use illicit drugs in local neighborhoods and public venues.

	<b>1.8</b>	Increase the difficulty to obtain or use emerging substances in local neighborhoods and public venues.
	<b>1.9</b>	Decrease ability of minors to purchase known substances of abuse at retail outlets.
	<b>1.10</b>	Decrease youth access to unsupervised prescriptions, over-the-counter medications, and/or potential inhalants in the home.

**Long-Term Objective 2** Decrease social norms and community conditions that contribute to AOD use in Los Angeles County (Proposer must specify target substance(s) selected).

#### **County Objectives**

Select at least one objective (2.1-2.4), more if indicated by the assessment and feasible given resources	<b>2.1</b>	Decrease exposure of youth to messaging and images (both within the home and community) that promote or normalize alcohol use.
	<b>2.2</b>	Increase the perception that neighborhoods/community members are actively involved in preventing AOD use.
	<b>2.3</b>	Increase the perception that illicit drug use (marijuana, methamphetamine, ecstasy) use and/or misuse is harmful.
	<b>2.4</b>	Increase the perception that using emerging drugs (inhalants, over-the-counter, prescription drug use) is harmful.

The County anticipates funding up to thirty-three (33) contracts in Funding Category 2. The maximum for each contract award per year is \$200,000. Category 2 funding will be distributed based on need. In order of highest need to lowest need, the SPAs ranked as follows: SPA 6, SPA 2, SPA 4, SPA 8, SPA3, SPA 7, SPA 1 and SPA 5. Additional Proposals may be funded if Category 1 – EPS is not fully maximized.

### **B. Funding Availability**

#### **Funding Requirements and Availability**

**Proposers may apply for Category 1 or Category 2 only, or for both Category 1 and Category 2. Proposers are limited to submit one proposal for each category in response to this RFP. Proposers applying for both Category 1 and Category 2 must respond to the RFP and all the requirements of each category separately, including submission of a separate budget and work plan for each Category.**

County, SAPC plans to purchase services for the development and implementation of primary AOD prevention services totaling up to \$10,000,000 per year under this RFP. Primary prevention includes activities targeting individuals who have never received nor require treatment, and do not/would not meet DSM-IV criteria for substance abuse or substance dependence.

These services are supported by funds from the federal Substance Abuse and Mental Health Services Administration (SAMHSA) twenty (20) percent prevention set-aside. The amount available for these services is subject to variance depending upon the availability of funding and changes in priority set by SAMHSA.

In accordance with County policy, SAPC will review various factors in making recommendations including, but not limited to, overall cost effectiveness, technical expertise, experience in providing proposed program activities and meeting past program goals, and demonstrated success in delivering contracted services.

**Section IX. PROPOSAL NARRATIVE REQUIREMENTS** provides additional detail on how proposals will be scored.

Proposers should submit a line item budget for a thirty-six (36) month contract term from July 1, 2011 through June 30, 2014. Please refer to **Section VIII. PROPOSAL PREPARATION AND SUBMISSION** of this RFP for additional instructions.

At the end of the contract term, the Director of Public Health or his/her designee (hereafter, referred to as "Director"), shall have the sole option to extend the contract term up to an additional one (1) year through June 30, 2015. Option to extend the contract term will be at the sole discretion of the Director, and Director's judgment shall be final. During the contract term, the contractor will be required to maintain the level of prevention services as described in the RFP response, and meet the goals and objectives as set-forth in the RFP response and by the County.

- **Funding Limitations and Exclusions**

The County shall not in any way be liable or responsible to a Proposer or any third party for the costs incurred in connection with the preparation or submission of any proposal, in connection with the modification of any of the Proposer's operations in response to this RFP, in connection with a Proposer's protest of the contract award process, or in connection with the contract negotiation process.

The County may, at its sole discretion, reject any or all proposals submitted in response to the RFP. In the event of any such rejection, the County shall not be liable for any costs incurred in connection with the preparation and submittal of any proposal. Additionally, the following limitations and exclusions apply to all proposed contracted activities:

1. No political statements may be made or referenced.
2. Funds awarded to community contractors by SAPC may *not* be used for lobbying, that is, directly influencing legislation. Lobbying activities include communicating with governmental staff or officials who may participate in the formulation of legislation, or with the general public with the intention of promoting a "yes" or "no" vote in a particular piece of legislation. Funds may be used to educate elected officials, their staff, government employees, or the general public about the policy campaign or about AOD-related issues.
3. Proposers must perform all direct services; subcontracting for direct services is not permitted under this RFP.
4. Under no circumstances will advance payment requests be considered.

<b>V. CONTRACT TERM</b>
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The anticipated contract term for the SAPC Alcohol and Other Drug Prevention Services Agreement is from July 1, 2011 through June 30, 2014. The contract shall commence with approval by the Los Angeles County Board of Supervisors.

Annual renewal of the agreement beyond the first year is contingent upon satisfactory demonstration of Proposer's progress in accomplishing identified objectives and activities, as identified on the approved Work Plan, compliance with contractual requirements, and approval of funding each Fiscal Year by the County Board of Supervisors.

At the end of the contract term, the Director shall have the sole option to extend the contract term up to an additional one (1) year through June 30, 2015. Option to extend the contract term will be at the sole discretion of the Director, and Director's judgment shall be final. During the contract term, the contractor will be required to maintain the level of prevention services as described in the RFP response, and meet the goals and objectives as set-forth in the RFP response and by the County.

Payment procedures will be as set forth in the exhibit(s) of any agreement resulting from this RFP. The payment mechanism will change from cost reimbursement in year one to fee-for-service in year two and beyond. Further changes in subsequent contracted years may occur depending on the needs of the County. There is no provision for advance payments or start up funds.

## **VI. MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE**

Interested and qualified agencies/organizations that demonstrate the ability to successfully provide required services as outlined in **Section IV. FUNDING** of this RFP are invited to submit a proposal, provided they meet the following minimum requirements:

- a. Have at least four (4) years experience, within the last seven (7) years, in primary alcohol and other drug prevention (AOD) services prior to the proposal submission deadline. For Category 1 applicants, the four (4) years experience must also include justification of one (1) year experience in community organizing, as well as planning, designing, and implementing an alcohol, tobacco, or other drug (ATOD) environmental and/or policy effort.
- b. Proposers must be tax-exempt, public or incorporated private non-profit organizations (registered with the State of California) or agencies of a municipal government. Other government agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.
- c. Proposers must ensure that AOD prevention efforts described in the proposal are supported by evidence as described in Section III – Prevention Services Frameworks part D Evidence-Based Services/Curricula. Proposers must cite supporting evidence in the proposal and attach evaluation results as required if selecting option three.
- d. Proposers must demonstrate collaborative relationships with existing service agencies that provide substance abuse prevention, treatment and recovery support activities to ensure a continuum of services.
- e. Proposers must ensure that all existing County contracts are in good standing and comply with applicable laws and specific contract requirements.
- f. Proposers must be able to begin conducting the community assessment within thirty (30) days and direct services within first six (6) months of the contract award.
- g. Proposers must have an operational business office located in Los Angeles County.

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**Note: All Proposals will go through a Pass/Fail Qualifying Review, which includes the minimum qualifications described above. *Only proposals that pass this review* will move on to a second, scored evaluation by a peer-reviewed, expert, non-conflicted panel. The process is described in Section XI. EVALUATION AND SELECTION of this RFP.**

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## VII. RFP TIMETABLE

### A. Timeline

<b>October 8, 2010</b>	8:30 a.m. – 5:00 p.m.	Pick up RFP (or download from County Department of Public Health Substance Abuse Prevention and Control-DPH SAPC- website)
<b>October 19, 2010</b>	12:00 Noon	Deadline for submitting pre-conference written questions on RFP
<b>October 22, 2010</b>	5:00 p.m.	Deadline for submitting request for Solicitation Requirements Review
<b>November 2, 2010</b>	10:00 a.m. – 12:00 Noon	<b>Proposers' Conference</b>
<b>November 22, 2010</b>	<b>4:30 p.m.</b>	Deadline for submitting Mandatory Intent to Apply form
<b>December 6, 2010</b>	<b>3:00 p.m.</b>	<b>Deadline for submitting Proposal</b>

All times as listed above and throughout this RFP are for Pacific Standard Time Zone.

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**Note: All timeline dates and times are approximate, and may be changed at any time by written addenda to this RFP. Interested Proposers may confirm the dates and time for the RFP release by visiting the SAPC web site at: <http://www.lapublichealth.org/sapc> to download an electronic copy of this RFP and any subsequent addenda and question and answer handout.**

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### B. RFP Availability

Printed copies of the RFP will be available for pickup **beginning October 8, 2010 between 8:30 a.m. and 5:00 p.m.**, at the following address:

County of Los Angeles  
Department of Public Health  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue  
Building A-9 East, Third Floor Reception Area  
Alhambra, California 91803

Because of time and cost constraints, the RFP may be mailed (upon written request to the address as listed above) only in special circumstances at the Director's sole discretion.

An electronic copy of this RFP may also be downloaded from the DPH SAPC Web Site, <http://www.publichealth.lacounty.gov/sapc/>.

Proposers shall be responsible for checking the SAPC Web Site for updates and RFP addenda as may be posted, subsequent to the release of the RFP. Note that the County provides an electronic copy of the RFP for the Proposer's convenience only, and the County does not guarantee or endorse the accuracy, recentness, or reliability of any advice, opinion, instruction, statement, or other information displayed, downloaded, or distributed through the SAPC Web Site.

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**Note:** If there is no County record that a Proposer received a hard copy of the RFP document in person or by U.S. Mail, and attended the Proposers' Conference, the Proposer shall be held responsible for periodically checking the DPH SAPC Web Site for any RFP addenda or question and answer handouts, posted subsequent to the initial posting of the RFP on the DPH SAPC Web Site. If, for whatever reason, the DPH SAPC Web Site, is inaccessible (i.e., system is down), Proposers are responsible for contacting the person listed under Section XI. PROPOSAL CONDITIONS, B. Contact with County Personnel to obtain a hard copy of the RFP and any subsequent addenda or question and answer handout.

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When using the Los Angeles County Online DPH SAPC Web Site, it is up to the proposer to take reasonable precautions to protect its computer and other electronic systems from malicious software and other items of a destructive nature. In no event will the County be liable for any direct, indirect, special or consequential, or other damages for use of these web sites, or on any other hyperlinked web site, including but without limitation to any lost profits, business interruption, loss of programs or other data on proposer's information handling system or otherwise, even if the County is expressly advised of the possibility of such damages.

### **C. Pre-Conference RFP Questions in Writing**

Proposers are encouraged to submit prior to the Proposers' Conference, RFP questions in writing either by mail or facsimile transmission to the following:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse and Prevention Control  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803  
Fax: (626) 299-7226

Mr. Izumi must receive these questions **no later than 12:00 Noon, on October 19, 2010**. Questions transmitted by electronic mail (e-mail) will NOT be accepted.

Written questions should be submitted in two (2) parts:

1. Questions requesting clarification of specific data contained in the RFP.
2. Questions requesting additional information relevant to the RFP but not discussed in the RFP.

All inquiries must be typewritten or word processed and should include:

- a. Contact Person's Name and Title
- b. Agency Name
- c. Agency Address
- d. Area code and Phone number
- e. Area Code and Fax number
- f. E-mail address
- g. References per question:

- RFP Section
- RFP Paragraph Number and/or Title
- RFP Page Number
- Passage or quote from RFP

Questions that deviate from the format described above may be rejected without further review and/or response, at the County's sole discretion. Proposer bears all risks in the timely submission of written questions. Any written questions received after the submission deadline will not be addressed.

The County reserves the right to disregard questions that are not relevant to this RFP process and/or group similar questions when providing answers.

In its response to Proposers, the County will not identify the source of the question. All questions submitted will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum containing all questions received by the specified due date/ time shall be issued directly to the Proposer's representative identified on the Mandatory Intent to Apply form, whose agency was represented at the Proposers' Conference as evidenced by the conference sign in sheet. The County shall also post any addenda in the SAPC website at <http://www.publichealth.lacounty.gov/sapc/>.

#### **D. Proposing Entity Limitations**

Proposers are limited to submit one proposal for each category in response to this RFP. Only one (1) proposal for each category per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered under this RFP process -- i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. Additionally, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal.

If there is reason to believe that collusion exists among Proposers, none of the proposals submitted by the suspected participants in such collusion will be evaluated for this RFP process.

#### **E. Proposers' Conference**

The DPH administered proposers' conference will be held to answer questions concerning this RFP. It is highly recommended that each proposer planning to submit a RFP proposal response have at least one (1) representative attend the proposers' conference since it will be the only opportunity for proposers to request clarification of the specifications of this RFP. Although attendance is not mandatory, it is highly recommended that all proposers attend the proposers' conference, since it is anticipated that proposers who do not attend the conference may be placed at a disadvantage when submitting their proposal response(s) since they: 1) may incorrectly respond to a RFP specification that was clarified at the conference, and/or 2) may miss using, or including, information in their RFP proposal response which was discussed and added to the RFP as a specification or new requirement at such a conference. By not attending the proposers' conference, a proposer is acknowledging his/her acceptance of this possible disadvantage and further waives any right to protest the rejection of his/her RFP proposal response, or final evaluation score, due to any disadvantage as described hereinabove.

In any event, the objective of the proposers' conference is to answer any questions the proposer may have concerning this RFP in a public forum and in the presence of all other potential proposers. The Proposers' Conference is scheduled as follows:

**Date/Time:**           **November 2, 2010**  
                                  10:00 a.m. - 12:00 p.m.  
**Location:**           Auditorium  
                                  Building A-7, Lower Level G  
                                  The Alhambra  
                                  1000 South Fremont Avenue  
                                  Alhambra, California 91803

There is a \$3 charge for all day parking at The Alhambra compound where the Conference will be held. The Department will not validate parking tickets or reimburse parking fees paid to attend this Conference.

All organizations in attendance should ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the organization, for two purposes: (1) to serve as proof that the organization was represented at the conference; and (2) for forwarding any addenda subsequent to the conference, should the County determine that such addenda is required.

Written minutes of the Proposers' Conference will not be available for publication, and County representatives will not hold any private or unilateral consultations before or after the conference that may give a proposer any advantage over another in responding to this RFP.

If valid questions concerning the written specifications of this RFP are not answered at the time of the conference either by: (1) a written question and answer handout which may be distributed at the conference at the Director's discretion; or (2) the County Panel directly at the time of the conference, then DPH will later transmit written answers to these valid questions in the form of an addendum (or addenda, if necessary) in a manner deemed appropriate by DPH, depending on time constraints, to all organizations in attendance at the Proposers' Conference, as evidenced by the official sign-in attendance sheet.

The County will assume no responsibility for any understandings or representations concerning conditions made by any of its officers, employees, or agents prior to execution of any resultant contract unless it is included in this RFP, any question and answer handout, any written addenda, or any resultant contract.

#### **F. Mandatory Intent to Apply**

Proposers who plan to submit a proposal in response to this RFP must submit a **Mandatory Intent to Apply form, Attachment 1**, to the following address, either in-person, by mail, or by facsimile at (626)299-7226. The Mandatory Intent to Apply form must be received **no later than 4:30 p.m. on November 22, 2010** addressed to:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

Submitting Proposers are responsible for verifying that the fax or mail is received. The submitting Proposer assumes the risk of non-receipt of its Mandatory Intent to Apply form for any cause outside the control of the County including, but not limited to failure or unavailability of any electronic circuit or item of equipment necessary for the transmission or receipt of the information by fax.

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**Note: Failure to submit a Mandatory Intent to Apply form by the time and date listed above will disqualify the Proposer from the RFP process. Proposals received from a Proposer that did not submit the Mandatory Intent to Apply form by the time and date listed above will not be accepted.**

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## VIII. PROPOSAL PREPARATION AND SUBMISSION

Listed items “A” through “B4” below are subject to a Pass/Fail qualifying review. Proposals who fail to comply with any of these requirements will be deemed unresponsive to the RFP, assigned a FAIL score, and consequently disqualified from further evaluation.

### A. General Format Requirements

Proposers must follow the general format requirements listed below when submitting a proposal under this RFP.

1. Proposal submitted, and attached forms where applicable, must be machine printed (e.g., typewriter, laser jet, etc.) in black type of not less than ten (10) point font, using Times New Roman style print.
2. Proposal must be double-spaced, with (top, bottom, left, and right) margins of not less than one (1) inch.
3. Proposal must be single-sided on eight and a half-inch by eleven-inch (8½” x 11”) standard size white bond (or similar color and texture) paper.
4. Proposal must be organized by paragraph sections, alphabetized and titled sections, as described herein, with each section separated by dividers which have labeled tabs - extended for easy visibility.
5. Proposal must be numbered sequentially throughout from beginning to end, to ensure that there are no missing pages and to prevent the duplicate numbering of pages.
6. One original proposal and nine (9) hard copies must be presented in separate, individual, three-ring binders, with a maximum binder size of four (4) inches. In addition, a PDF copy of the proposal on a CD or DVD shall be presented together with the hard copies. All proposal hard copies must be included within the binder size limit. All binder and PDF copies shall be clearly labeled with the RFP title “COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL REQUEST FOR PROPOSALS FOR ALCOHOL AND OTHER DRUG PREVENTION SERVICES, RFP # SAPC-2010-02” and the name of proposer’s organization on the front exterior. Size permitting; binder ends shall also include the RFP title and the name of the proposer’s organization.
7. Original proposal and all hard copies shall be placed within individual binders, as indicated above. These binders must be SECURE BUT can be easily OPENED AND CLOSED, for the removal of material by the County, and appropriately identified by the proposer as “**TRADE SECRETS,**” “**CONFIDENTIAL,**” OR “**PROPRIETARY**” as appropriate.

## **B. Content and Sequence**

Each proposal shall follow the required content and sequence as listed below. Any information which does not fit logically into one of these labeled sections shall be submitted separately under Section 10, "Additional Information", of the proposal.

### **1. Cover Letter**

There shall be a maximum two page "Cover Letter" on agency letterhead signed in **blue ink**. The letter shall include the following information:

- Full legal agency/company name and DBA, address, telephone and fax numbers.
- Service Planning Areas (SPAs) where the Proposer's headquarters are located.
- Location, SPA(s), and Supervisorial District(s) [SD] where the services proposed herein will be provided.
- Name, telephone number and fax number of the Proposer's contact person for the RFP.
- Name, address and telephone number of the person(s) authorized to bind the proposal.
- Signature of the Proposer's Executive Director, Chief Executive Officer, or other authorized designee.

The letter should be addressed to:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

### **2. Proposal Face Sheet**

There shall be a "Proposal Face Sheet" that and shall include the following important information:

- name and address of the proposer;
- if proposer is new or current provider(s) of service(s) for which it is applying;
- specific geographic area including SPA and SD;
- specific population(s) targeted or area(s); and
- amount of funding requested from County for the 36 month project period.

Proposers may use **Attachment 2, Proposal Face Sheet**, as a sample format to follow.

### **3. Table of Contents**

There shall be a "Table of Contents" that includes a detailed and complete outline of material included in the proposal, identified by Section, alphabetized paragraphs, and continuous page numbering from beginning to end.

### **4. Minimum Mandatory Requirements to Participate**

Section 1 of the proposal shall be entitled "Minimum Mandatory Requirements to Participate," and shall include the following accomplished forms and applicable documents as evidence of compliance with these requirements:

Form:

RFP Attachment Number

- Minimum Mandatory Requirements to Participate

3

Documents:

- Letters of Support and/or formal agreements
- A copy of Proposer's 501(c)(3) exempt status letter, if applicable

## 5. Proposal Narrative

Section 2 of the proposal shall be entitled "Proposal Narrative", and cannot exceed twenty-five (25) double-spaced pages; **excluding** the *Cover Letter, Proposal Face Sheet, Table of Contents, Minimum Mandatory Requirements to Participate, Project Work Plan, Proposed Budget, Financial Information, Pending Litigation and Judgments, Required Forms* and any other supporting documents Proposers include in their proposal; such as résumés of key personnel, position job descriptions, listing of relevant past research projects, and bibliography. Section 2 shall include complete responses to **Section IX. PROPOSAL NARRATIVE REQUIREMENTS** and be organized as outlined in **Section IX. PROPOSAL NARRATIVE REQUIREMENTS** thus using the following main headers: Executive Summary, Step 1 – Assessment, Step 2 – Capacity, Step 3 – Planning, Step 4 – Implementation, Step 5 – Evaluation, and Proposed Budget. Section 2 should be written with the intent of offering the proposal evaluator a clear understanding of the proposed project, as well as the qualifications of the proposer.

## 6. Form of Business Organization and Financial Information

Section 3 of the proposal, "Form of Business Organization and Financial Information," shall include the accomplished **Proposer's Organization Questionnaire/Affidavit form, Attachment 7A**, and all other relevant information regarding the proposer's form of business organization and financial strength and stability.

### a. Form of Business Organization

A description of the form of each proposer service provider's business organization (i.e., for profit or non-profit; sole proprietorship, partnership, or corporation) must be provided.

If one or more Proposers are incorporated, each proposer shall attach the following relevant documents:

1. Articles of Incorporation from the California Secretary of State and any subsequent Amendments to the Articles of Incorporation for a formal name change, and Bylaws.
2. A detailed statement indicating whether each individual proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).
3. Board minutes identifying who is authorized on behalf of each proposer to conduct business, make commitments, and enter into binding agreements with the County.

Each proposer must identify and include documentation on the type of non-profit status their individual organization has been designated, such as "501(c)", or tax status.

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**Note: If applicable, proposer must indicate in the proposal any alternative business name or "Doing Business As" (DBAs) names in use by the proposer.**

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## **b. Financial Status**

Past Financial Status: Proposal must include the proposer's financial statement for fiscal year 2008-09, and clearly titled: "Fiscal Year 2008-09 Financial Statement". This statement should include the proposer's assets, liabilities, and net worth. If an audited statement is available, this should be submitted to meet this requirement.

Current Financial Status: Proposal must include and separately list the following items regarding the proposer's current financial condition for fiscal year 2009-10:

1. Balance sheet or Statement of Financial Condition (for non-profit entities)
2. Profit and Loss (if applicable) or Statement of Income
3. Statement of Cash Flow during last three (3) years.

Current and past financial information together should indicate that the proposer can carry all operating costs associated with the service(s) they provide for a minimum period of sixty (60) days. The proposer should also certify that its current financial position can support current and planned/proposed operations for a minimum of sixty (60) days.

Current Good Standing with Federal, State, County, City and other Contracts: Proposers with existing or previous Federal, State, County, City or other contracts must resolve all corrective issues before they will be eligible to receive new contracts. All Proposers must **provide signed and dated declarations that there are no current or outstanding corrective action plans with Federal, State, County, City, or other contracts.**

## **7. Pending Litigation and Judgments**

Section 4 of the proposal, "Pending Litigation and Judgments," shall include a signed and dated declaration of any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years and it shall identify all pending litigation by name, case, and court jurisdiction. This section of the proposal should also include a description of the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

## **8. Required Forms**

Section 5 of the Proposal entitled, "Required Forms", shall consist of the following County required forms duly accomplished by the Proposer:

<u>Form</u>	<u>RFP Attachment Number</u>
• Certification of No Conflict of Interest	7E
• Familiarity with the County Lobbyist Ordinance Certification	7F
• Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form	7G
• Proposer's EEO Certification	7H
• Attestation of Willingness to Consider GAIN/GROW Participants for Employment	7I
• Contractor Employee Jury Service Program Certification Form and Application for Exception	7J

<u>Form</u>	<u>RFP Attachment Number</u>
• Charitable Contributions Certification	7K
• Transitional Job Opportunities Preference Application (if applicable)	7L

## 9. Acceptance of Terms and Conditions

Section 6 of the proposal, “**Acceptance of Terms and Conditions**” shall consist of a duly signed **Attachment 7O**, indicating the proposer’s acceptance of the terms and conditions specified in this RFP and any addenda thereto.

## 10. Contract References

Section 7 of the proposal shall consist of **Attachment 13, “Prospective Contractor References”**, shall consist of the following filled out forms for proposer:

<u>Form</u>	<u>RFP Attachment Number</u>
• Prospective Contractor List of References	7B
• Prospective Contractor List of Contracts	7C
• Prospective Contractor List of Terminated Contracts	7D

## 11. Additional Information

Section 8 of the proposal, “Additional Information” shall include any other data the proposer(s) deems essential to the evaluation of the proposal. This has specific reference to the following types of data:

- a. Standard sales brochures, promotional, and pictorial material.
- b. Generalized narrative of a non-specific nature.
- c. Letters of references or specific endorsements.
- d. Any financial, legal, or other problem that may affect proposer’s performance of the services described in the proposal, or create any possible conflict of interest with the endeavor.

If there is no Additional Information, this section shall consist of the signed and dated statement, “*We wish to present no Additional Information.*”

## 12. Identification of Person Writing Proposal

Section 9 of the proposal, “Identification of Person Writing Proposal,” shall consist of a completed and signed **Attachment 14**.

## C. Submission of Proposals

Proposers shall submit one ORIGINAL proposal, nine (9) hard copies and a PDF copy of the proposal on CD or DVD.

The ORIGINAL proposal shall be clearly identified as the ORIGINAL and, to the extent possible, shall contain original documents and completed forms, letters, affirmations, statements, declarations, etc., with **original signatures in blue ink.**

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**Note: Documents with facsimile signatures are discouraged and will be accepted solely at the discretion of the Director, if it is in the County's best interest. In any event, DPH will require original signatures on all agreement documents filed with the County Board of Supervisors for final approval.**

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Each of the proposal hard copies shall be in three-ring binders and the both hard copies and CD/DVD shall be clearly labeled with the RFP title, "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - REQUEST FOR PROPOSALS FOR ALCOHOL AND OTHER DRUG PREVENTION SERVICES". The name of the proposer's organization name must be on the front exterior cover of the binders and on the label of the CD/DVD.

All proposal hard copies in their individual three-ring binders together with the CD/DVD contained in a secure envelope, shall be placed in plain sturdy cardboard boxes with lids with the ORIGINAL proposal readily accessible. Boxes must be of uniform size that can be easily stacked, handled, and lifted. All boxes shall be clearly labeled with the RFP proposal title and organization's name.

PLEASE IDENTIFY THE BOX WHICH CONTAINS THE ORIGINAL PROPOSAL. IT IS STRONGLY RECOMMENDED THAT ALL PROPOSAL BOXES BE HAND DELIVERED BY PROPOSER'S STAFF OR BY A COURIER SERVICE. ALL PROPOSAL BOXES ARE TO BE DELIVERED TO THE FOLLOWING ADDRESS:

County of Los Angeles - Department of Public Health  
Substance Abuse Prevention and Control  
Contract Development and Processing Division  
1000 South Fremont Avenue  
Building A-9 East, 3<sup>rd</sup> Floor Reception Area  
Alhambra, California 91803

**ALL PROPOSALS MUST BE RECEIVED BY THE FOLLOWING DEADLINE:**

**3:00 P.M. PACIFIC STANDARD TIME–December 6, 2010**

THIS IS A FIRM DEADLINE. ANY PROPOSAL RECEIVED BY THE DEPARTMENT OF PUBLIC HEALTH AFTER THIS DEADLINE WILL NOT BE CONSIDERED FOR EVALUATION, UNLESS THE DIRECTOR DETERMINES ACCEPTANCE AND CONSIDERATION OF THE PROPOSAL IS IN THE COUNTY'S BEST INTEREST.

**IX. PROPOSAL NARRATIVE REQUIREMENTS**

Using the Strategic Prevention Framework (SPF) format, describe the proposed prevention services for the target community/SPA. The five SPF headings (Step 1-Assessment, Step 2-Capacity, Step 3- Planning, Step 4- Implementation, and Step 5- Evaluation) must identify the appropriate sections. For additional resources see the **Resources Section** on page 56 of this RFP. The following describes the essential components to be

included in the proposal. Refer to **Section IV. FUNDING** for more information on Category 1 Environmental Prevention Services (EPS) and Category 2 Comprehensive Prevention Services (CPS).

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**Note: Proposers applying to Category 1 or Category 2 must complete all sections of the response in the following format except where noted. Proposers applying for Category 1 and Category 2 must respond to this RFP separately and all the requirements herein separately which includes, but is not limited to, separate proposal narratives, work plans, and budgets. Proposers applying for Category 1 and Category 2 must clearly demonstrate distinct prevention services. Failure to submit distinct prevention services for Category 1 and Category 2 may result in disqualification of either proposal to avoid duplication of services.**

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## **A. CATEGORY 1 – (EPS)**

### **I. EXECUTIVE SUMMARY**

**(50 points, maximum 1 ½ pages)**

The Executive Summary shall clearly identify the target SPA and highlight key components from each step of the Strategic Prevention Framework (SPF) including selected evidenced-based efforts to provide County, SAPC and the evaluation committee with a broad understanding of the proposed environmental prevention services. It shall clearly summarize how the overall proposal (SPF Steps 1 through 5) will lead to *achieving* the Proposer's goals and objectives and *impacting* the County, SAPC's goals and objectives within the contract term.

### **II. STRATEGIC PREVENTION FRAMEWORK (SPF)**

#### **Step 1 – Assessment**

**(150 points, maximum 4 pages)**

Clearly describe the assessment results that informed the program design. All data/information must be clearly cited. Include at minimum the following elements:

- A. Describe relevant demographic characteristics of the SPA including age, race/ethnicity, population size, income level, education, and household make-up of the target SPA.
- B. Based on available data, describe the key alcohol use issues/problems, contributing factors, and risk and protective factors of the target SPA.
- C. Based on available data, describe community readiness for change and potential barriers to success at the SPA and/or city level.
- D. Describe how the Proposer would conduct a more comprehensive community assessment within the first six (6) months of an award and on-going basis throughout the project period.

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**Note: The County, SAPC will provide more details about requirements for the comprehensive community assessment upon contract award.**

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#### **Step 2 – Capacity**

**(100 points, maximum 3 pages)**

Clearly describe the Proposer's capacity to effectively implement the environmental prevention efforts described in Step 3 – Planning. Include at minimum the following elements:

- A. Describe the Proposer's experience in the provision of effective ATOD prevention services and reference key accomplishments and achieved outcomes relevant to the proposal. Include justification as described in **Section VI. MINIMUM MANDATORY REQUIREMENTS TO**

**PARTICIPATE, paragraph A.**

- B. Describe the Proposer's past experience in directly mobilizing and building community capacity to change local ATOD problems or contributing factors.
- C. Describe the Proposer's existing relationships and collaborations within the identified SPA that would facilitate implementation of the environmental prevention efforts and success of the coalition.

**Step 3 – Planning**

**(300 points, maximum 10 ½ pages)**

Clearly describe what the Proposer plans to do to achieve a reduction in alcohol availability and accessibility within the target SPA. Include at minimum the following elements (A through C may be described in any order within this section):

**A. Target Population**

**(20 of the 300 Planning points)**

Based on the assessment (SPF Step 1), describe the proposed target population(s) and/or community(ies). Include at minimum the following elements:

- 1. Describe whether services will begin SPA-wide or in more defined locations and why. Include a description on how intensity/quality versus geographical spread/reach of services was determined.
  - 1a. If applying for funding beyond the base (\$300,000) as described in **Section IV. FUNDING**, briefly include how the additional funding would increase services/service areas.
- 2. Describe who the alcohol related environmental and policy efforts are designed to affect. Reference appropriate IOM categories.

**B. Vision, Mission, Goals, and Objectives**

**(70 of the 300 Planning points)**

Clearly describe what the Proposer intends to achieve/change. Proposer's goals and objectives must clearly align with County goals and objectives. Include at minimum the following elements:

- 1. State the vision and mission of the proposed prevention program.
- 2. Describe the goal(s) to address the alcohol related problem(s).
- 3. Describe the SMART (specific, measureable, achievable, realistic, and time-specific) objectives to address the alcohol related contributing factor(s)/county long-term objective.
- 4. Describe how the Proposer's goals and objectives will impact the required County goals and objectives identified in **Section IV. FUNDING**.

**C. Program Services**

**(210 of the 300 Planning points)**

Clearly describe how the Proposer intends to achieve the goal(s), and objective(s). Include at minimum the following elements:

- 1. Selection of environmental efforts to reduce alcohol availability and accessibility.
  - a. Describe what evidence-based environmental efforts were selected (including the policy initiative) to reduce alcohol availability and accessibility and why. Include why these efforts are best suited to help achieve the goal(s) and objective(s) identified. Describe supporting evidence or research on effectiveness and include citations. Indicate if

supporting documentation is attached if required by **Section IV. FUNDING** and **Section III. PREVENTION SERVICES FRAMEWORKS, D. Evidence-Based Services/ Curricula.**

- b. Describe how cultural competency and relevancy will be ensured.
  - c. Describe how the environmental efforts will be implemented, enforced, and sustained.
  - d. Provide examples of potential allies and potential opponents, and describe how they will be addressed.
2. Development of a SPA-based coalition to address alcohol availability and accessibility.
    - a. Describe the purpose/goal, structure, and meeting frequency of the coalition.
    - b. Describe who would participate and why. Include the role of Category 2 contractors.
    - c. Describe how community readiness, cultural competence, and capacity would be addressed.

#### **Step 4 – Implementation**

**(150 points, maximum 3 pages)**

Clearly describe how the Proposer would implement the prevention efforts developed in Steps 1 through 3. Include at minimum the following elements:

- A. Complete a thirty-six (36) month **Work Plan** using **Attachment 5**, guided by the **Instructions for Preparing Project Work Plan, Exhibit IV**. The Work Plan must include sufficient detail to enable the evaluation committee and the County, SAPC to understand the scope of the proposed services. It must include the key steps and activities necessary to successfully achieve the environmental efforts and develop/maintain the coalition described in Step 3 part C. It must include key target completion dates for each quarter of the fiscal year. Over the thirty-six (36) month period, the Work Plan must reflect a logical progression to achieve the goals and objectives and thus cannot just repeat the previous fiscal year's activities.

The Work Plan must reflect completion of a comprehensive community assessment within six (6) months of award and commencement of direct services after its completion. The Work Plan will be included as an attachment to the Proposal and there is no page limit for the Work Plan.

The Work Plan must include the following:

1. The appropriate County Goal (include all goals required in **Section IV. FUNDING**);
  2. The appropriate County Objectives (include all objectives required in **Section IV. FUNDING**);
  3. The Proposer's SMART objectives to address the alcohol related contributing factor(s);
  4. All key steps to achieve the Proposer's SMART objectives including start date and end date by quarter; and
  5. All SMART short, and long-term outcomes. The coalition, community assessment, and the selected policy initiative must be included.
- B. Describe the Proposer's ability to begin conducting the community assessment within thirty (30) days of contract award and completion within six (6) months, and direct services after completion of the community assessment and no later than six (6) months after contract award.

- C. Describe the location(s) of services.
- D. Describe the staffing pattern and minimum staff qualifications. Include at minimum the number of full-time equivalent staff (including at least one full-time program director), key positions, minimum staff qualifications for each position (including years of experience providing AOD prevention services), and relevant cultural and linguistic capabilities. Attach the following:
1. Organizational Chart;
  2. Job descriptions for key positions; and
  3. Résumés of any individuals committed to work in a specific position if a contract is awarded with a signed statement attesting to their commitment to the position.

Résumé information shall include, but not be limited to, describing the employees’:

- a. Current position specifications, job duties and responsibilities, and years employed by the Proposer.
- b. Academic background, covering all education at the high school level and above, including the names and addresses of the institutions, attendance dates, and dates degrees awarded.
- c. Experience background, including the number of years of experience, position titles and functions, while gaining experience in the provision of services to be delivered under this contract. Also include staff members’ cultural and linguistic capabilities and training to provide services, capacity to meet the cultural, linguistic, and other needs of the target population.
- d. Current business address and business telephone number.
- e. A listing and copy of any licenses, certificates, registrations, professional affiliations, and memberships held, if applicable.

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**Note: Prior to beginning services under this RFP, the Work Plan of selected applicants will be approved by the County, SAPC to ensure that all key steps are included and documented correctly since the Work Plan will be use as the foundation for CalOMS Pv data entry and for auditing purposes. The County, SAPC and/or the contractor may modify the Work Plan within 30 days of completion of the community assessment (SPF Step 1), however, any changes shall still align with the County. SAPC’s goals and objectives. The Work Plan shall be updated each fiscal year of the contract to reflect any changes.**

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#### **Step 5 – Evaluation**

**(150 points, maximum 3 pages)**

- A. Clearly describe how the Proposer will determine/evaluate whether the goals, objectives, and outcomes were achieved, and whether program modifications are needed. Describe the process and outcome evaluation, including expected outcomes, data collection, analysis, and planned prepared reports.
- B. Describe how fidelity to the evidenced-based model/practice will be maintained and measured.
- C. Describe the qualification of the evaluator, (attach résumé or expected minimum qualifications if evaluator not already selected) and what proportion of the funding will be dedicated to the evaluation (minimum five (5) percent required).

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**Note: Successful applicants will be required to submit detailed evaluation results as required by the County and use survey tools designated by the County, in addition to any agency selected tool, for use in the County, SAPC community assessment. Furthermore, successful applicants will be required to submit various reports (e.g., financial reports, quarterly progress reports, a year-end performance report, annual evaluation results, summaries of survey results) and submit CalOMS Pv data as required by the County.**

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### **III. PROPOSED BUDGET**

**(100 points, no page limit)**

Proposer shall submit a line-item budget using **Attachment 6, Proposed Budget Summary form** that will collectively represent all costs associated with this project. Proposer must also provide a clear, separate budget narrative justifying each expense item identified on each budget. Submit a separate set of budget forms and budget narrative for each fiscal year of the thirty-six (36) month project period. Thus, proposer should provide three separate sets of budget forms and accompanying budget narratives for the prevention services, one set for each year. **Exhibit V, Instructions for Preparing Budget and Narrative Forms**, has been provided to assist in completing these forms.

To be deemed acceptable, the requested funding amount on the budget documents cannot exceed the available funding amount (as specified in **Section IV. FUNDING** of this RFP), and include a minimum of five (5) percent of the total request for evaluation as described in Step 5 - Evaluation. Proposals which exceed this amount will be disqualified from further consideration.

### **B. CATEGORY 2 – (CPS)**

#### **I. EXECUTIVE SUMMARY**

**(50 points, maximum 1 ½ pages)**

The Executive Summary shall clearly identify the target community(ies) or population(s) and highlight key components from each step of the Strategic Prevention Framework (SPF) including selected evidenced-based efforts to provide SAPC and the evaluation committee with a broad understanding of the proposed comprehensive prevention services. It shall clearly summarize how the overall proposal (SPF Steps 1 through 5) will lead to *achieving* the Proposer's goals and objectives and *impacting* the County, SAPC's goals and objectives within the contract term.

#### **II. STRATEGIC PREVENTION FRAMEWORK**

##### **Step 1 – Assessment**

**(150 points, maximum 4 pages)**

Clearly describe the assessment results that informed the program design. All data/information must be clearly cited. Include at minimum the following elements:

- A. Identify the target community(ies)/population and describe relevant demographic characteristics including age, race/ethnicity, population size, income level, education, and household make-up.
- B. Based on available data, describe the key AOD use issues/problems, contributing factors, and risk and protective factors of the target community(ies)/population.
- C. Based on available data, describe community readiness for change and potential barriers to success.
- D. Describe how the Proposer would conduct a more comprehensive community assessment within the first six (6) months of an award and on-going basis throughout the project period.

**Note: The County, SAPC will provide more details about requirements for the comprehensive community assessment upon contract award.**

## **Step 2 – Capacity**

**(70 points, maximum 3 pages)**

Clearly describe the Proposer's capacity to effectively implement the prevention efforts described in Step 3 – Planning. Include at minimum the following elements:

- A. Describe the Proposer's experience in the provision of effective AOD prevention services and reference key accomplishments and achieved outcomes relevant to the proposal. Include justification as described in **Section VI. MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE, paragraph A.**
- B. Describe the Proposer's existing relationships/collaborations within the identified community(ies)/population(s) that would facilitate implementation of the comprehensive prevention efforts.

## **Step 3 – Planning**

**(330 points, maximum 10 ½ pages)**

Clearly describe what the Proposer plans to do to change both the social norms and community conditions that contribute to AOD use and the ease of AOD access and availability within the target population(s) or community (ies). Include at minimum the following elements (A through C may be described in any order within this section).

### ***A. Target Population***

***(45 of the 330 Planning points)***

Based on the assessment (SPF Step 1), describe the proposed target population(s) and/or community(ies). Include at minimum the following elements:

1. Describe the target cities, regions, and/or population(s) to be served, and the approximate number of persons to be served where applicable. Include a description on how intensity/quality versus geographical spread/reach of services was determined. Ensure that all prevention services target individuals who have never received nor require treatment services, and do not/would not meet DSM-IV criteria for substance abuse or dependence diagnosis.
  - 1a. ***Optional Target Population (up to 10 bonus points):*** In addition to that described in A1, describe how the AOD prevention services will be provided to children of families, parents/guardians, and/or transitional age youth who are homeless and/or residing in permanent supportive housing.
2. Describe the IOM categories (universal, selective, and indicated) addressed in the plan.
3. Describe how prevention services/efforts target youth and young adults and how a minimum of fifty (50) percent of services directly or indirectly impact individuals less than twenty five (25) years of age.

### ***B. Vision, Mission, Goals, and Objectives***

***(70 of the 330 Planning points)***

Clearly describe what the Proposer intends to achieve/change. Proposer's goals and objectives must clearly align with County goals and objectives. Include at minimum the following elements:

1. State the vision and mission of the proposed prevention program.
2. Describe the goal(s) to address the AOD related problem(s).
3. Describe the SMART (specific, measureable, achievable, realistic, and time-specific) objectives to address the AOD related contributing factor(s)/county long-term objectives.
4. Describe how the Proposer's goals and objectives will impact the required County goals and objectives identified in **Section IV. FUNDING.**

### **C. Program Services**

*(215 of the 330 Planning points)*

Clearly describe how the Proposer intends to achieve the goal(s), and objective(s), and ensure comprehensive prevention services in the target community(ies)/population(s). Include at minimum the following elements:

1. Selection of AOD prevention efforts to change both the social norms and community conditions that contribute to AOD use, and the ease of AOD access and availability especially among youth and young adults.
  - a. Describe the AOD problems to be addressed, specifically which substances will be targeted (alcohol, marijuana, methamphetamine, ecstasy, OTCs, prescriptions, inhalants).
  - b. Describe what evidence-based practices or efforts were selected to address the social norms/community conditions and availability/accessibility for the selected substances and why. Include why these efforts are best suited to help achieve the goal(s) and objective(s) identified. Describe supporting evidence or research on effectiveness and include citations. Indicate if supporting documentation is attached if required by **IV. FUNDING** and **Section III. PREVENTION SERVICES FRAMEWORKS, D. Evidence-Based Services/ Curricula**.
  - c. Describe how the following concepts will be addressed:
    - i. Changing the local environment and conditions that facilitate AOD use;
    - ii. Identifying individuals who could benefit from prevention services or contribute to prevention services/efforts and include selected tool as described in Section III Prevention Services Frameworks, paragraph E Alcohol and Other Drug (AOD) Screening Tools/Instruments; and
    - iii. Changing the knowledge and behaviors of youth and adults that contribute to community norms about AOD use or actual AOD use.
  - d. Describe how cultural competency and relevancy will be ensured.
  - e. Describe how the prevention efforts will be implemented, enforced, and sustained.
2. Maintaining community involvement.
  - a. Describe the purpose of community involvement and how it would be developed and maintained.
  - b. Describe the intended role on the Category 1 SPA-based coalition and how the Proposer would engage the target population(s)/community(ies) in those efforts.

### **Step 4 – Implementation**

**(150 points, maximum 3 pages)**

Clearly describe how the Proposer would implement the environmental efforts developed in Steps 1 through 3. Include at minimum the following elements:

- A. Complete a thirty-six (36) month **Work Plan** using **Attachment 5, guided by the Instructions for Preparing Project Work Plan, Exhibit IV**. The Work Plan must include sufficient detail to enable the evaluation committee and the County, SAPC to understand the scope of the proposed services. It must include the key steps and activities necessary to successfully achieve the AOD prevention efforts described in Step 3 part C. It must include key target completion dates for each quarter of the fiscal year. Over the thirty-six (36) month period, the Work Plan must reflect a

logical progression to achieve the goals and objectives and thus cannot just repeat the previous fiscal year's activities.

The Work Plan must reflect completion of a comprehensive community assessment within six (6) months of award and commencement of direct services after its completion. The Work Plan will be included as an attachment to the Proposal and there is no page limit for the Work Plan.

The Work Plan must include the following:

1. The appropriate County Goals (include all goals required in **Section IV. FUNDING**);
  2. The appropriate County Objectives (include all objectives required in **Section IV. FUNDING**);
  3. The Proposer's SMART objectives to address the AOD related contributing factor(s);
  4. All key steps to achieve the Proposer's SMART objectives including start date and end date by quarter; and
  5. All SMART short, and long-term outcomes. Participation on the coalition and community assessment must be included.
- B. Describe the Proposer's ability to begin conducting the community assessment within thirty (30) days of contract award and completion within six (6) months, and direct services after completion of the community assessment and no later than six (6) months after contract award.
- C. Describe the location(s) of services.
- D. Describe the staffing pattern and minimum staff qualifications. Include at minimum the number of full-time equivalent staff (including at least one full-time program director), key positions, minimum staff qualifications for each position (including years of experience providing AOD prevention services), and relevant cultural and linguistic capabilities. Attach the following:
1. Organization Chart;
  2. Job descriptions for key positions; and
  3. Résumés of any individuals committed to work in a specific position if a contract is awarded with a signed statement attesting to their commitment to the position.
- Résumé information shall include, but not be limited to, describing the employees':
- a. Current position specifications, job duties and responsibilities, and years employed by the Proposer.
  - b. Academic background, covering all education at the high school level and above, including the names and addresses of the institutions, attendance dates, and dates degrees awarded.
  - c. Experience background, including the number of years of experience, position titles and functions, while gaining experience in the provision of services to be delivered under this contract. Also include staff members' cultural and linguistic capabilities and training to provide services, capacity to meet the cultural, linguistic, and other needs of the target population.
  - d. Current business address and business telephone number.
  - e. A listing and copy of any licenses, certificates, registrations, professional affiliations, and memberships held, if applicable.

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**Note: Prior to beginning services under this RFP, the Work Plan of selected applicants will be approved by the County, SAPC to ensure that all key steps are included and documented correctly since the Work Plan will be use as the foundation for CalOMS Pv data entry and for auditing purposes. The County, SAPC and/or the contractor may modify the Work Plan within 30 days of completion of the community assessment (SPF Step 1), however, any changes shall still align with the County. SAPC's goals and objectives. The Work Plan shall be updated each fiscal year of the contract to reflect any changes.**

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**Step 5 – Evaluation**

**(150 points, maximum 3 pages)**

- A. Clearly describe how the Proposer will determine/evaluate whether the goals, objectives, and outcomes were achieved, and whether program modifications are needed. Describe the process and outcome evaluation, including expected outcomes, data collection, and analysis.
- B. Describe how fidelity to the evidenced-based model/practice will be maintained and measured.
- C. Describe the qualification of the evaluator (attach résumé or expected minimum qualifications if evaluator not already selected) and what proportion of the funding will be dedicated to the evaluation (minimum five (5) percent required).

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**Note: Successful applicants will be required to submit detailed evaluation results as required by the County and use survey tools designated by the County, in addition to any agency selected tool, for use in the County, SAPC community assessment. Furthermore, successful applicants will be required to submit various reports (e.g., financial reports, quarterly progress reports, a year-end performance report, annual evaluation results, summaries of survey results) and submit CalOMS Pv data as required by the County.**

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**III. PROPOSED BUDGET**

**(100 points, no page limit)**

Proposer shall submit a **line-item budget** using the **Proposed Budget Summary Form, Attachment 6** that will collectively represent all costs associated with this project. Proposer must also provide a clear, separate budget narrative justifying each expense item identified on each budget. Submit a separate set of budget forms and budget narrative for each fiscal year of the thirty-six (36) month project period. Thus, proposer should provide three separate sets of budget forms and accompanying budget narratives for the prevention services, one set for each twelve-month period of the agreement. **Exhibit V, Instructions for Preparing Budget and Narrative Forms**, has been provided to assist in completing these forms.

To be deemed acceptable, the requested funding amount on the budget documents cannot exceed the available funding amount (as specified in **Section IV. FUNDING**), and include a minimum of five (5) percent of the total request for evaluation as described in Step 5 - Evaluation. Proposals which exceed this amount will be disqualified from further consideration.

<b>X. PROPOSAL CONDITIONS</b>
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All proposals submitted in response to this RFP shall especially acknowledge proposer's advance willingness to meet the requirements of a number of standard proposal conditions and contract provisions that will be part

of any agreement awarded as a result of this RFP competitive selection process. Failure of proposer to specifically acknowledge his/her willingness to meet the requirements of such provisions by completion of the forms provided herein, may be grounds for rejection of proposer's proposal, the determination of which shall be at the sole discretion of Director. The standard proposal and contract provisions a proposer must acknowledge his/her willingness to meet the requirements of, include but are not limited to, the following:

**A. County Rights and Responsibilities**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the RFP and any authorized written addenda thereto. Should such addendum require additional information not previously requested, failure by the proposer to address in its proposal the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County.

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

**B. Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

**C. Notification to County of Pending Acquisitions/Mergers by Proposing Company**

Proposer shall notify the County of any pending acquisitions/mergers of their company/ organization. This information shall be provided by the Proposer on **Attachment 7A, Proposer's Organization Questionnaire/Affidavit**. Failure by the Proposer to provide this information may eliminate its proposal from any further consideration.

**D. Final Contract Award by County Board of Supervisors**

Notwithstanding any decision by the Director to recommend the award of a contract to any Proposer, the County Board of Supervisors retains the right to exercise its independent judgment and discretion concerning the final selection of a proposal and the terms and conditions of any resultant contract(s), and to determine which proposal best serves the interest of the County. The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

**E. Mandatory Requirement to Register on County's WebVen**

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's homepage at <http://camisvr.co.la.ca.us/webven/>.

## **F. Firm Offer**

All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

## **G. County Option to Reject Proposals**

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

## **H. Protest Policy Review Process**

Under Board policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Solicitation Requirements Review
- Disqualified Proposal Review
- Proposed Contractor Selection Review

## **I. Inquiries, Investigations, Background Checks**

The Director reserves the right to make inquiries into the operational and financial capacity and responsibility of a proposer. The failure of a proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding current and past performance, financial stability, labor or payroll violations, professional citations, incidents or charges of malpractice, and the ability to provide emergency ambulance transportation services in a timely manner, may be grounds for rejection of the proposal at the sole discretion of Director. By submitting a proposal in response to this RFP, the proposer acknowledges that it gives the Director investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.

Similarly, background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

#### **J. Acceptance of Terms and Conditions**

Proposer understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP and any addenda thereto, as evidenced by the proposer's **signed and dated Attachment 7O, Acceptance of Terms and Conditions Affirmation**.

Proposers are encouraged to carefully review **Exhibit III, Sample Agreement, Exhibit IIIA, Additional Provisions**, and all service Exhibits for alcohol and drug prevention services for which proposer is submitting a proposal, since many of its provisions will be included in the contract(s) that may be awarded as a result of this RFP. However, please note that the draft contract language specified in the Sample Agreement is subject to change, and that not all clauses and provisions included may be used, and other contract provisions that do not currently appear may be included in the final contract.

Proposers are not required to sign the Sample Agreement at this time. This document is provided for the proposer's information only. Proposers who are recommended to provide services as a result of this RFP process will be required to sign the final version of the formal contract document upon completion of the contract negotiation process.

#### **K. Truth and Accuracy of Representations**

False, misleadingly incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the Director's sole judgment and his/her judgment shall be final.

#### **L. Notice to Proposers Regarding the Public Records Act**

Responses to this RFP shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes contract negotiations and obtains a letter from an authorized office of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board, and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposer's request, and (c) with respect to all other Proposers, Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if the Proposer, plainly marked as "Trade Secret", "Confidential", or "Proprietary".

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**

#### **M. Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in **Exhibit III, Sample Agreement**. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in **Exhibit III, Sample Agreement**.

## **N. Gratuities**

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion, or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the selection of a proposal or in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing a favorable treatment with respect to the award of the contract.

A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **O. Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it is the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained with this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP, must certify that each County lobbyist, as defined by County Code Section 2.160.010, is retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the **Familiarity with the County Lobbyist Ordinance Certification, Attachment 7F.**

## **P. Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in **Internal Revenue Service Notice No. 1015**. Reference **Exhibit VI** of this RFP.

## **Q. Proposer's Willingness to Consider County Employees for Employment**

If proposer is selected for a contract, and should proposer require additional or replacement personnel after the effective date of the contract to perform the services set forth therein, proposer shall give first consideration for such employment openings to qualified permanent County employees who are targeted

for layoff or qualified former County employees who are on a reemployment list during the life of the contract.

**R. Consideration of Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs' Participants for Employment**

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN and GROW participants or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for a contract award. Proposers shall complete and return the form, **Attestation of Willingness to Consider GAIN/GROW Participants, Attachment 7I**, along with their proposal.

**S. County's Quality Assurance Plan**

The County or its agent will evaluate proposer's performance under any resultant agreement on not less than an annual basis. Such evaluation will include assessing compliance with all contract terms and performance standards. Deficiencies which the County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the agreement or impose other penalties as specified in the agreement.

**T. Proposer's Adherence to County's Child Support Compliance Program**

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

**U. Determination of Proposer Responsibility**

1. A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance under any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.

3. The County may declare a proposer to be non-responsible for purposes of this selection process if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: (1) committed any act or omission which negatively reflects on the proposer's quality, fitness, or capacity to perform a contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest ranked proposer(s) may not be responsible, the Director shall notify the proposer(s) in writing of the evidence relating to the proposer's responsibility, and of his or her intention to recommend to the Board of Supervisors that the proposer(s) be found not responsible. The Director shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Director's recommendation. If the proposer fails to avail itself of the opportunity to rebut the Director's evidence, the proposer may be deemed to have waived all rights of appeal.
5. If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.

## **V. Proposer Debarment**

1. The proposer is further hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest ranked proposer(s) may be subject to debarment, the Director of DPH shall notify the proposer(s) in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer(s) of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
3. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or the proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and if so, the appropriate length of time of the debarment. If the proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the proposer may be deemed to have waived all rights of appeal.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where: (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence of the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed subcontractors/ sub consultants of Proposers on County contracts.

**Exhibit VII, Listing of Contractors Debarred in Los Angeles County** provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

#### **W. Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **X. SPARTA Program**

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Proposers in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional

information, a proposer may call (800) 420-0555 or contact them through their web address: [www.2sparta.com](http://www.2sparta.com).

**Y. Injury and Illness Prevention Program (IIPP)**

Proposer shall be required to comply with the State of California, Occupational Safety and Health Administration's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective IIPP that addresses hazards pertaining to the particular workplace covered by the program.

**Z. Recycled Paper**

Proposer shall be required to comply with the County's policy on recycled paper. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited in County landfills, proposer agrees to use recycled-content paper to the maximum extent possible as specified in the Agreement.

**AA. County Policy on Doing Business with Small Business**

The following four provisions do not apply to non-profit organizations. These provisions are only applicable to for-profit organizations.

1. Introduction

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

2. Certification of a Small Business

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at: <http://oaac.co.la.ca.us/contract/sbemain.html>.

3. Request for SBE Preference

Certified Local SBEs must request the Local SBE Preference in their solicitation responses using **Attachment 7G, Request for Local SBE Preference Program Consideration and CBE Organization/Firm Information Form** and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

#### 4. State of California Small Business Enterprise Certification

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department Office of Small Business Certification and DVBE services website at: <http://www.pd.dgs.ca.gov/smbus/default>.

#### **BB. Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the **Jury Service Ordinance, Exhibit VIII**, and the pertinent jury service provisions of the **Sample Agreement, Exhibit III**, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a

collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **CC. Local Small Business Enterprise Preference Program**

1. The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at: <http://oaac.co.la.ca.us/contract/sbemain.html>.
3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

#### **DD. Local Small Business Enterprise (SBE) Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

#### **EE. Transitional Job Opportunities Preference Program**

1. In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

2. Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
3. To request the Transitional Job Opportunities Preference, Proposer must complete the **Transitional Job Opportunities Preference Application, Attachment 7L** and submit this application along with all supporting documentation with their proposal.

#### **FF. Defaulted Property Tax Reduction Program**

1. The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the **Defaulted Property Tax Reduction Program, Exhibit IX**, and the pertinent provisions of the **Sample Agreement, Exhibit III**, both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing **Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Attachment 7M**. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
3. Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

#### **GG. Proposer's Charitable Contributions Compliance**

1. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
2. All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the **Charitable Contributions Certification, Attachment 7K**. A completed Attachment 7K is a required part of any agreement with the County.
3. In Attachment 11, prospective contractors certify either that:
  - they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will

comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
4. Prospective County contractors that do not complete Exhibit 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

For provisions not listed or not covered by a specific form name hereinabove, proposer agrees that proposer's willingness to meet the requirements of such provisions shall be acknowledged by proposer's completion of an "Acceptance of Terms and Conditions Affirmation" form, **Attachment 12**.

## **XI. EVALUATION AND SELECTION**

### **A. The Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP, to review and request clarifying or additional information at any time during the RFP process in order to evaluate and recommend the most advantageous proposal to provide the required services. The evaluation process will begin after the submission deadline as specified in **Section VII. CRITICAL DATES AND SUBMISSION INFORMATION** and **Section VIII. PROPOSAL PREPARATION AND SUBMISSION** of this RFP.

An Evaluation Committee selected by the Director or his authorized designee will be responsible for evaluating all proposal responses that are submitted in a timely manner. Proposals will be scored according to the specific criteria listed in this RFP, and evaluated based upon the points assigned to each category, as identified in **Section IX. PROPOSAL NARRATIVE REQUIREMENTS** of this RFP.

Final selection of any successful Proposers for recommendation to the County Board of Supervisors will be made at the sole discretion of the Director after receiving the recommendations of the Evaluation Committee. Award of any resultant contract(s) will be made by, and at the sole discretion of, the Board of Supervisors. There will be no contract(s) between the County and any selected proposer(s) until execution of contract document(s) by the Board of Supervisors.

The proposal evaluation process shall consist of a Pass/Fail Qualifying Review, a Programmatic Evaluation, an optional Interview/ Site Visit if warranted for verification or additional information, and a Financial Status Review. The scores of the Programmatic and Financial Status Reviews are combined to determine the proposal's overall merit. To be considered for a contract, proposals must meet the minimum mandatory requirements to participate and receive a minimum score of 70% or 700 points on the evaluation. If not enough passing scores are identified for a SPA, the County shall have the option to use other proposers from different SPAs that have a passing score, but have not been selected, to cover the services allocated for that SPA.

The Director or his/her authorized designee may determine in his/her sole discretion that an interview and/or site visit is necessary with Proposers receiving the highest proposal rating scores by the Evaluation Committee. If an interview and/or site visit is necessary, elements of the interview and/or site visit will be assigned a numerical score and factored into the consideration of the proposal's overall merit.

## 1. Pass/Fail Qualifying Review

The Pass/Fail Qualifying Review will consist of a review of Proposer's ability to meet the Minimum Mandatory Requirements to Participate as outlined in **Section VI. MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE** of this RFP. Proposer must indicate compliance by accomplishing **Attachment 3, Minimum Mandatory Requirements to Participate form**.

This part of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" **each** of the Minimum Mandatory Requirements to Participate in addition to providing the required information as detailed in **Section VI. MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE** and in **Attachment 3** of this RFP.

Proposals that are assigned a score of "Fail" in the Pass/Fail Qualifying Review shall be deemed unresponsive to the RFP and shall be disqualified from further evaluation.

## 2. Programmatic Evaluation

An Evaluation Committee for this RFP shall be formed by the Director or his authorized designee and shall consist of individuals who are knowledgeable about alcohol and other drug prevention services. The Evaluation Committee may also include other individuals deemed capable and appropriate for the selection of potential contractors. The Evaluation Committee shall not include potential contractors or persons affiliated with potential contractors responding to this RFP. These Evaluation Committee members *are prohibited* from discussing their reviews until a proposer has been awarded an agreement by the County Board of Supervisors.

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**Note: To ensure that nothing in a proposer's proposal is overlooked and that a proposer's proposal gets complete review and point credit for each evaluation area, it is imperative that the proposer's responses be organized and placed in the appropriate proposal response section, with cross references to other sections, if appropriate.**

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## 3. Interview/Site Visit

The Evaluation Committee may require Proposers to participate in an interview and/or site visit to verify information and to further determine, upon such site visit, the Proposer's ability to implement and provide services as claimed in the proposer's written proposal.

## 4. Financial Review

As part of the overall review process, experts in finance will review all financial documentation in order to determine each individual proposer's financial status and long-term viability. Included in this financial review will be the total cost to County (i.e., proposer's total budget charged to County for services). Note that County will seek to determine the lowest "qualified" bid to prevent any proposer from attempting to submit a low-ball bid. The financial review will be assigned a numerical score that will be factored into the proposal's overall score. Missing or incomplete information will result in a lower overall score.

## B. Final Score

The final evaluation score per proposal is arrived at by adding up the individual scores from the following evaluation components:

<u>Component</u>	<u>Maximum Points</u>	
	<u>Category 1</u>	<u>Category 2</u>
I. Executive Summary	50	50
II. Strategic Prevention Framework		
<i>Step 1- Assessment</i>	150	150
<i>Step 2- Capacity</i>	100	70
<i>Step 3- Planning</i>	300	330
<i>Step 4- Implementation</i>	150	150
<i>Step 5- Evaluation</i>	150	150
<i>Proposed Budget</i>	100	100
<b>Regular Maximum Score per Proposal</b>	<b>1,000</b>	<b>1,000</b>
<b>Add: Bonus Points (Category 2 Only)</b>		<b>10</b>
<b>Expanded Maximum Score per Proposal</b>	<b>1,000</b>	<b>1,010</b>

The highest possible final score per proposal for **Category 1**, representing the sum total of all these component scores is **1,000 points**. The highest possible “expanded” final score per proposal for **Category 2**, to include the bonus points for Optional Target Population as described in **Section IX. PROPOSAL NARRATIVE REQUIREMENTS**, is **1,010 points**.

### **C. Contract Negotiations**

After the proposals have been evaluated and ranked by the Evaluation Committee, and the results of the evaluation are accepted by the Director, Director’s designated representatives will commence discussion with the highest ranked proposer(s) to negotiate a contract.

In the event negotiations with the highest ranked proposer(s) do not result in a contract for recommendation to the County’s Board of Supervisors, then the Director may, at his/her discretion, reject this proposal and commence negotiations with the next highest ranked proposer(s).

### **D. Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting **Attachment 21, Transmittal Form to Request a Solicitation Requirements Review**. A request for a Solicitation Requirements Review may be denied, in the Department’s sole discretion, if the request does not satisfy **all** of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days from the issuance of this RFP.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or

- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

All requests for a Solicitation Requirements Review should be submitted by direct delivery to the Department by U.S. mail and/or facsimile transmission only, by **October 19, 2010**. The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. Upon response, the County's decision on the Solicitation Requirements Review shall be final.

#### **E. Disqualification Review**

A proposal may be disqualified from consideration because a department determined it was a non-responsive proposal at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the proposer in writing.

Upon receipt of the written determination on non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination. Requests for a Disqualification Review not submitted by that date will be denied.

A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a proposer;
2. The request for a Disqualification Review is submitted by the date specified; and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the proposer, in writing, prior to the conclusion of the evaluation process.

#### **F. Proposed Contractor Selection Review**

##### *Departmental Debriefing Process*

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the RFP with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review, if the requesting Proposer is not satisfied with the results of the Debriefing.

#### *Proposed Contractor Selection Review*

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel.

## **G. County Review Panel Process**

If the proposer is not in agreement with the results of the Department's Proposed Contractor Selection Review, the proposer may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's Review, the Panel will forward its report to the Department, which will provide a copy to the proposer.

Protests or objections shall clearly identify this RFP, be clear and specific in meaning, and be typewritten. The response envelope must be correctly addressed and plainly read RFP FOR ALCOHOL AND OTHER DRUG PREVENTION SERVICES - PROTEST/ OBJECTION, in the lower left-hand corner. Protests or objections must be received within the ten (10) business days of a proposer's notification by facsimile/fax or postmarked mail, whichever occurs first, that the proposer's proposal was not recommended for contract award. Protests or objections must be transmitted, either in person or by mail to the following address:

County of Los Angeles - Department of Public Health  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue  
Building A-9 East, Room 3-002  
Alhambra, California 91803  
Attention: Wayne Sugita, Chief Deputy Director

Written protests or objections received any time after ten (10) business days, as described above, will be automatically disallowed. For purposes of the protest process, facsimile/fax or Internet (i.e., electronic mail/E-mail) transmissions will not be accepted. THE COUNTY WILL TAKE NO RESPONSIBILITY FOR THE RECEIPT OR HANDLING OF WRITTEN PROTESTS OR OBJECTIONS WHICH ARE NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE.

Proposers will be notified by the Director of the decision on any protest or objection, which is received by the Department in a timely manner. Such notification will explain the basis for the decision. The Director's decision on any protest or objection will be final.

## RESOURCES

### **LOCAL DATA RESOURCES**

**The California Healthy Kids Survey (CHKS)**

<http://chks.wested.org/reports/search>

**The Los Angeles County Health Survey**

<http://publichealth.lacounty.gov/ha/hasurveyintro.htm>.

**Alcohol Licensing Reports**

<http://www.abc.ca.gov/datport/SubscrMenu.asp>

**The 2009 Youth Risk Behavior Survey**

<http://www.cdc.gov/yrbss>.

**Los Angeles, CA, High School Youth Risk Behavior Survey, 2009**

<http://apps.nccd.cdc.gov/youthonline/App/Default.aspx>

**Monitoring the Future**

<http://monitoringthefuture.org>

### **PREVENTION RESOURCES, INCLUDING THE STRATEGIC PREVENTION FRAMEWORK AND THE INSTITUTE OF MEDICINE (IOM) – CLASSIFICATION SYSTEM**

**Prevention by Design**

[http://socrates.berkeley.edu/~pbd/planning\\_guide.html](http://socrates.berkeley.edu/~pbd/planning_guide.html)

**My Prevention Community**

<http://www.mypreventioncommunity.org>

**Center for Substance Abuse Prevention**

<http://prevention.samhsa.gov/About/>

**Community Prevention Initiative**

<http://www.ca-cpi.org>

**California Outcome Measurement Service for Prevention Knowledge Based Module**

<https://kitservices2.kithost.net/calomspv/pLogin.aspx?from=System> (No login password required)

**IOM for Prevention**

<http://casat.unr.edu/bestpractices/bptype.htm>.

## **EVIDENCE-BASED PRACTICES AND GENERAL PREVENTION RESOURCES**

### **The Guide to Community Prevention Services**

<http://www.thecommunityguide.org/index.html>.

### **The Community How to Guide on Underage Drinking Prevention**

[http://www.nhtsa.gov/people/injury/alcohol/Community%20Guides%20HTML/Guides\\_index.html](http://www.nhtsa.gov/people/injury/alcohol/Community%20Guides%20HTML/Guides_index.html)

### **RAND Preventing Underage Drinking Technical Report**

<http://www.rand.org/health/feature/gto/>

### **Communities That Care**

<http://ncadi.samhsa.gov/features/ctc/resources.aspx>

### **National Registry of Evidence-Based Programs and Practices**

<http://nrepp.samhsa.gov>

### **Alcohol and Other Drug Screening Tools/Instruments**

<http://lib.adai.washington.edu/instruments>

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<sup>1</sup> *Los Angeles County Department of Public Health June 2009 Key Indicators of Health by Service Planning Area*. Available at: <http://www.lapublichealth.org/docs/keyindicators.pdf>.

<sup>2</sup> *County of Los Angeles, Department of Public Health, Strategic Plan 2008 – 2011*. Available at: <http://publichealth.lacounty.gov/docs/StrategicPlan.pdf>.

<sup>3</sup> *Los Angeles County Department of Public Health June 2009 Key Indicators of Health by Service Planning Area (SPA)*. Available at <http://www.lapublichealth.org/docs/keyindicators.pdf>. Additional data is available by SPA and health district at [http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007\\_rev.htm](http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007_rev.htm).

<sup>4</sup> *Alcohol, Tobacco, Marijuana, and Prescription Drugs Most Prevalent Substances Used Across All Age Groups in U.S.* Cesar Fax 2009. September 14, 2009;18(36). Available at: <http://www.cesar.umd.edu/cesar/cesarfax.asp>.

<sup>5</sup> *The Annual Catastrophe of Alcohol in California, Los Angeles County*. Marin Institute. July 2008. Available at: <http://www.marininstitute.org/site/resources/reports/98-the-annual-catastrophe-of-alcohol-in-california.html>.

<sup>6</sup> *Underage Drinking: Why Do Adolescents Drink, What Are the Risks, and How Can Underage Drinking Be Prevented?* National Institute on Alcohol Abuse and Alcoholism. Alcohol Alert. Number 67. January 2006. Available at: <http://www.niaaa.nih.gov/Publications/AlcoholAlerts/default.htm>.

<sup>7</sup> *Underage Drinking: Why Do Adolescents Drink, What Are the Risks, and How Can Underage Drinking Be Prevented?* National Institute on Alcohol Abuse and Alcoholism. Alcohol Alert. Number 67. January 2006. Available at: <http://www.niaaa.nih.gov/Publications/AlcoholAlerts/default.htm>.

<sup>8</sup> *California Healthy Kids Reports: Technical Report Secondary 2006-2008 Los Angeles County Core Module A y, Technical Report 5<sup>th</sup> Grade 2006-2008 Los Angeles County, Technical Report Fall 2004-Spring 2006 Los Angeles County Core Module A, and Technical Report 5<sup>th</sup> Grade Fall 2004-Spring 2006 Los Angeles County*. Available at: [http://www.wested.org/cs/chks/query/q/1298?county=Los\\_Angeles](http://www.wested.org/cs/chks/query/q/1298?county=Los_Angeles).

<sup>9</sup> *Los Angeles County Health Survey 2007: Percent of Adults (18+ years old) Who Reported Drinking Alcohol (in the past month), Percent of Adults (18+ years old) Who Reported Binge Drinking (in the past month), Percent of Adults*

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(18+ years old) Who Reported Heavy Drinking (in the past month). Available at: [http://publichealth.lacounty.gov/ha/hLACHSDDataTopics2007\\_rev.htm](http://publichealth.lacounty.gov/ha/hLACHSDDataTopics2007_rev.htm). \*Note: Due to low numbers the heavy drinking numbers for this population is unstable.

<sup>10</sup> Los Angeles County Health Survey 2007: *Percent of Adults (18+ years old) Who Reported Drinking Alcohol (in the past month), Percent of Adults (18+ years old) Who Reported Binge Drinking (in the past month), Percent of Adults (18+ years old) Who Reported Heavy Drinking (in the past month)*. Available at: [http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007\\_rev.htm](http://publichealth.lacounty.gov/ha/LACHSDDataTopics2007_rev.htm). \*Note: Due to low numbers the heavy drinking numbers for this population is unstable.

<sup>11</sup> NSDUH Appendix A: *Tables of Change Between the 1999-2000 and the 2000-2001 Model Based Estimates by Substance and State estimates of Substance Use and Mental Health from the 2005-2006 National Surveys on Drug Use and Health*. Available at: <http://www.oas.samhsa.gov/StateTrends.htm>.

<sup>12</sup> California Healthy Kids Reports: *Technical Report Secondary 2006-2008 Los Angeles County Core Module A y, Technical Report 5<sup>th</sup> Grade 2006-2008 Los Angeles County, Technical Report Fall 2004-Spring 2006 Los Angeles County Core Module A, and Technical Report 5<sup>th</sup> Grade Fall 2004-Spring 2006 Los Angeles County*. Available at: [http://www.wested.org/cs/chks/query/q/1298?county=Los\\_Angeles](http://www.wested.org/cs/chks/query/q/1298?county=Los_Angeles).

<sup>13</sup> Los Angeles County Participants Reporting System (LACPRS) admission data for Fiscal Year 2008-2009. Department of Public Health, Substance Abuse Prevention and Control.

<sup>14</sup> *Marijuana, Inhalants, and Prescription Drugs Are Top Three Substances Abused by Teens*. Cesar Fax . March 9, 2009;18(9). Available at: <http://www.cesar.umd.edu/cesar/cesarfax.asp>.

<sup>15</sup> *Parents Most Likely to Discuss Alcohol, Marijuana, and Cocaine Use with Their Children: Less Likely to Discuss Inhalants and Prescription Drugs*. Cesar Fax . March 16, 2009;18(10). Available at: <http://www.cesar.umd.edu/cesar/cesarfax.asp>.

<sup>16</sup> *Prescription for Danger: A Report on the Troubling Trend of Prescription and Over-the-Counter Drug Abuse Among the Nation's Teens*. Office of National Drug Control Policy Executive Office of the President. January 2008.

<sup>17</sup> *NIDA Info Facts: Inhalants*. National Institute on Drug Abuse. Updated March 2010. Available at: <http://www.nida.nih.gov/Infofacts/InfofaxIndex.html>.

<sup>18</sup> *NIDA Info Facts: Prescription and Over-the-Counter Medications*. National Institute on Drug Abuse. June 2009. Available at: <http://www.nida.nih.gov/Infofacts/InfofaxIndex.html>.

<sup>19</sup> Bryner JK et al. *Dextromethorphan Abuse in Adolescents an Increasing Trend: 1999-2004*. *Archives Pediatric Adolescent Medicine*. 2006; 160:1217-1222.

<sup>20</sup> California Healthy Kids Reports: *Technical Report Secondary 2006-2008 Los Angeles County Core Module A y, Technical Report 5<sup>th</sup> Grade 2006-2008 Los Angeles County, Technical Report Fall 2004-Spring 2006 Los Angeles County Core Module A, and Technical Report 5<sup>th</sup> Grade Fall 2004-Spring 2006 Los Angeles County*. Available at: [http://www.wested.org/cs/chks/query/q/1298?county=Los\\_Angeles](http://www.wested.org/cs/chks/query/q/1298?county=Los_Angeles).

<sup>21</sup> *Prescription for Danger: A Report on the Troubling Trend of Prescription and Over-the-Counter Drug Abuse Among the Nation's Teens*. Office of National Drug Control Policy Executive Office of the President. January 2008.

<sup>22</sup> *State Estimates of Substance Use from the 2006-2007 National Surveys on Drug Use and Health*. U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Office of Applied Studies. Available at: <http://oas.samhsa.gov/2k7/state.pdf>.

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- <sup>23</sup> *Prescription Drugs Abuse and Addiction*. National Institute on Drug Abuse Research Report Series. Revised 2005. Available at: <http://www.drugabuse.gov/researchreports/researchindex.html>.
- <sup>24</sup> Truong KD, Sturm R (2009) Alcohol Environments and Disparities in Exposure Associated With Adolescent Drinking in California. *American Journal of Public Health* 264-270.
- <sup>25</sup> Chen MJ, Grube JW, Gruenewald PJ (2010). *Community Alcohol Outlet Density and Underage Drinking*. *Addiction*. 105(2) 270-278.
- <sup>26</sup> Office of National Drug Control Policy (2008) Prescription for Danger: A Report on the Troubling Trend of Prescription and Over-the-Counter Drug Abuse Among the Nation's Teens. Available at [http://www.theantidrug.com/pdfs/prescription\\_report.pdf](http://www.theantidrug.com/pdfs/prescription_report.pdf).
- <sup>27</sup> *Preventing Underage Drinking: Using Getting to Outcomes with the SAMHSA Strategic Prevention Framework to Achieve Results*. RAND (2007) Available at [www.rand.org/pubs/technical\\_reports/2007/](http://www.rand.org/pubs/technical_reports/2007/)
- <sup>28</sup> The Community Guide, What Works to Promote Health, Preventing Excessive Alcohol Use. Available at: <http://www.thecommunityguide.org/alcohol/index.html>
- <sup>29</sup> Hawkins JD, Catalano RF, Miller JY (1992) *Risk and Protective Factors for Alcohol and Other Drug Problems in Adolescence and Early Adulthood: Implications for Substance Abuse Prevention*. *Psychological Bulletin*. 112(1) 64-105.
- <sup>30</sup> Martino SC, Ellickson PL, McCaffrey DF. *Multiple trajectories of peer and parental influence and their association with the development of adolescent heavy drinking*. *Addictive Behaviors*. 2009; 34(693-700).
- <sup>31</sup> Coffelt NL et al. *A longitudinal examination of the link between parent alcohol problems and youth drinking: the moderating roles of parent and child gender*. *Addictive Behaviors*. 2006; 31(593-605).
- <sup>32</sup> *Alcohol Marketing and Youth*. Marin Institute. September 2009. Available at: <http://www.marininstitute.org/site/resources/fact-sheets.html>.
- <sup>33</sup> Sonya Dal Cin et al. *Youth exposure to alcohol use and brand appearances in popular contemporary movies*. *Addiction*. 2008;103; 1925-1932.
- <sup>34</sup> Primack BA, Douglas EL, Kraemer KL. *Exposure to cannabis in popular music and cannabis use among adolescents*. *Addiction*. March 2010;105(3); 515-523.
- <sup>35</sup> World Health Organization, Social Determinants of Health. More information available at: [http://www.who.int/social\\_determinants/thecommission/finalreport/key\\_concepts/en/index.html](http://www.who.int/social_determinants/thecommission/finalreport/key_concepts/en/index.html).
- <sup>36</sup> Bernstein KT et al. *The built environment and alcohol consumption in urban neighborhoods*. *Drug and Alcohol Dependence*. December 2007;91(2-3);244-252.
- <sup>37</sup> *Drug Abuse Prevention: What Works*. U.S. Department of Health and Human Services National Institutes of Health, National Institute of Drug Abuse. 1997. Excerpt available at: <https://casat.unr.edu/bestpractices/bptype.htm>.
- <sup>38</sup> California Outcomes Measurement Service for Prevention Assigning Institute of Medicine Categories Guidelines. Graphic is an excerpt from this document.



**EXHIBITS**



## **EXHIBITS**

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Exhibit I	County Goals and Objectives
Exhibit II	CSAP Strategies
Exhibit III	Sample Agreement
Exhibit IIIA	Additional Provisions
Exhibit IIIB	Environmental Prevention Services
Exhibit IIIC	Comprehensive Prevention Services
Exhibit IV	Instructions for Preparing Project Work Plan
Exhibit V	Instructions for Preparing Budget and Narrative Forms
Exhibit VI	IRS Notice 1015
Exhibit VII	Listing of Contractors Debarred in Los Angeles County
Exhibit VIII	Jury Service Ordinance
Exhibit IX	Defaulted Property Tax Reduction Program



# EXHIBIT I

## Los Angeles County Department of Public Health Substance Abuse Prevention and Control

### PREVENTION GOALS AND OBJECTIVES

#### ENVIRONMENTAL PREVENTION SERVICES (Category 1)

**Goal 1** Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.

**Long-Term Objective 1** Decrease availability and accessibility in Los Angeles County, especially among youth and young adults.

#### County Objectives

<b>Required</b>	<b>1.1</b>	Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
Select at least one additional objective (1.2), more if indicated by the assessment and given resources.	<b>1.2</b>	Increase compliance with liquor laws for liquor, convenience, and grocery stores.
	<b>1.3</b>	Increase compliance with liquor sales and serving practices at bars and restaurants.
	<b>1.4</b>	Decrease social access to alcohol by underage individuals (parties, peers, friends, families, community events).

#### COMPREHENSIVE PREVENTION SERVICES (Category 2)

**Goal 1 (Required)** Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.

**Goal 2** Decrease illicit drug use (i.e. marijuana, methamphetamine, ecstasy) in Los Angeles County, especially among youth and young adults.

**Goals 3** Decrease emerging drug use (i.e. inhalants, over-the-counter, prescription drug use) in Los Angeles County, especially among youth and young adults.

**Long-Term Objective 1** Decrease availability and accessibility of AOD use in Los Angeles County, especially among youth and young adults. (Proposer must specify target substance(s) selected).

#### County Objectives

<b>Required</b>	<b>1.1</b>	Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
Select at least one additional objective (1.2-1.10), more if indicated by the assessment and feasible given resources.	<b>1.2</b>	Increase compliance with liquor laws for liquor, convenience, and grocery stores.
	<b>1.3</b>	Increase compliance with liquor sales and serving practices at bars and restaurants.
	<b>1.4</b>	Decrease social access to alcohol by underage individuals (parties, peers, friends, families, community events).
	<b>1.5</b>	Decrease social access to illicit/emerging drugs by underage individuals (parties, peers, friends, families, community events).
	<b>1.6</b>	Increase enforcement of existing marijuana laws and implement new laws and policies that limit availability and access as suggested by data and condition.
	<b>1.7</b>	Increase the difficulty to obtain or use illicit drugs in local neighborhoods and public venues.
	<b>1.8</b>	Increase the difficulty to obtain or use emerging substances in local neighborhoods and public venues.
	<b>1.9</b>	Decrease ability of minors to purchase known substances of abuse at retail outlets.
	<b>1.10</b>	Decrease youth access to unsupervised prescriptions, over-the-counter medications, and/or potential inhalants in the home.

**Long-Term Objective 2** Decrease social norms and community conditions that contribute to AOD use in Los Angeles County (Proposer must specify target substance(s) selected).

#### County Objectives

Select at least one objective (2.1-2.4), more if indicated by the assessment and feasible given resources.	<b>2.1</b>	Decrease exposure of youth to messaging and images (both within the home and community) that promote or normalize alcohol use.
	<b>2.2</b>	Increase the perception that neighborhoods/community members are actively involved in preventing AOD use.
	<b>2.3</b>	Increase the perception that illicit drug use (marijuana, methamphetamine, ecstasy) use and/or misuse is harmful.
	<b>2.4</b>	Increase the perception that using emerging drugs (inhalants, over-the-counter, prescription drug use) is harmful.



## EXHIBIT II

### CSAP'S PREVENTION STRATEGIES

The Substance Abuse Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP), has classified prevention strategies into six categories. The definition of each strategy as taken from the Federal Register, Volume 58, Number 60, March 31, 1993, are provided below along with practical examples of the application of each strategy.

#### Information Dissemination Strategy Service Code – 12

***“This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and the effects on individuals, families, and communities . . . (and) . . . increases knowledge and provides awareness of available prevention programs and services.”***

The Center for Substance Abuse Prevention characterizes Information Dissemination as “one-way” communication from the source to the audience. A message is delivered, but there is little opportunity for an exchange of information with those who receive the message. Examples of this strategy include print and electronic media, speaking engagements, resource directories, clearinghouses, or health fairs/promotions.

In an effort to collect the best possible prevention related data, California does not collect demographics for Information Dissemination type services/activities as they are generally estimated figures with no documented basis.

The following are definitions for the services/activities within this strategy:

**A/V Material Development:** The development of original substance abuse prevention audio/visual materials involving both hearing and/or sight for use in primary prevention services and activities. **Examples:** CD ROMs, DVD's, MP3 files, audio or video tapes, and PowerPoint presentations.

**A/V Materials Disseminated:** Distribution of audio/visual substance abuse prevention materials as listed above for primary prevention services and activities. **Note:** Report the actual number of A/V materials disseminated.

**Brochure/Pamphlet Development:** The development of original substance abuse prevention brochures and pamphlets for use in primary prevention services and activities.

**Brochure/Pamphlet Dissemination:** Distribution of substance abuse prevention brochures and/or pamphlets for primary prevention services and activities. **Note:** Report the actual number of brochures/pamphlets disseminated.

**Clearinghouse/Information Resource Center in Operation:** A central repository and dissemination point for written and audiovisual materials regarding substance use and abuse. **Note:** this line item is only counted in reports one time per fiscal year, regardless of how many times the box is checked during data entry. **Examples:** AOD information resource centers, resource libraries, electronic bulletin boards, prevention resource centers, etc.

**Conference/Fair Planning:** Participation in the coordination/planning of conferences/fairs as described below. Examples: planning meetings, phone calls, vendor organization, coordinating speakers, packing of materials, securing venues, etc.

**Conferences/Fairs Attended:** A gathering in which people with a common interest participate in discussions or listen to lectures to obtain information, and/or exhibition events offering entertainment/amusements. These events may be general in nature and may not necessarily be primary prevention based activities; however, they offer the opportunity to disseminate substance abuse primary prevention materials. **Note:** Report only the number of events attended regardless of event length, number of attendees, and/or staff in attendance. **Examples:** conferences attended, presentations at conferences, booths/tables displaying informational materials, youth summits, county/state fairs, etc.

**Curricula Development:** Original substance abuse prevention curricula developed for use in primary prevention services and activities. Examples: educational materials, lesson plans, etc.

**Curricula Disseminated:** Distribution of substance abuse primary prevention curricula for primary prevention services and/or activities. **Examples:** evidence-based program curricula, course study material, classroom educational service curricula, training curricula, etc. **Note:** Report the actual number of curricula materials disseminated.

## EXHIBIT II

**Health Fair/Promotion Planning:** Participation in the coordination/planning of health fairs/promotions as described below. **Examples:** planning meetings, phone calls, vendor organization, coordinating speakers, packing of materials, securing venues, etc.

**Health Fairs Attended/Promotions Conducted:** A school- or community-focused gathering, or a wide array of services and methods to disseminate information regarding substance abuse and health-related risks/lifestyles. **Note:** *Report only the number of events attended regardless of event length, number of attendees, and/or staff in attendance.* Examples: health promotion gatherings, health screening events, public health education fairs, etc.

**Media Campaign Development:** Participation in the development of coordinated substance abuse prevention media messages intended to increase awareness, inform, or change behavior in target audiences. A message can be delivered via multiple print and broadcast mediums. **Examples:** television, newspapers, magazines, posters, billboards, bus ads, print materials that are a part of a media campaign, etc.

**Media Campaigns Conducted:** Report only the number of unique substance abuse prevention media campaigns conducted as listed above. Do not report the frequency and/or method in which the message was delivered. If a component of the message involved the dissemination of materials (brochures, pamphlets, posters, bumper stickers, etc.) select the most appropriate Information Dissemination Service Delivery.

**Newsletter Development:** Participation in the development of written substance abuse prevention newsletters of interest to particular groups. **Examples:** electronic, e-mail, faxes, print, etc.

**Newsletters Disseminated:** Distribution of substance abuse prevention newsletters as listed above. **Note:** *Report the actual number of newsletters disseminated.*

**Printed Material Development:** Participation in the development of original substance abuse prevention materials for use in primary prevention services and activities. Examples: agendas, fact sheets, flyers, meeting minutes, posters, pre/post tests, surveys, etc.

**Printed Materials Disseminated:** Distribution of substance abuse primary prevention printed materials as listed above. **Note:** *Report the actual number of printed materials disseminated.*

**Public Service Announcement (PSA) Development:** Participation in the development of a non-commercial, substance abuse media message or campaign that is intended to modify public attitudes by raising awareness about specific issues. A typical PSA is part of a public awareness campaign to inform or educate the public about an issue. **Examples:** television and radio broadcasts.

**Public Service Announcements (PSA) Aired:** A substance abuse prevention media message or campaign, broadcast on public radio and/or television typically at no charge. **Note:** *Report the actual number of times the PSA was aired.*

**Resource Directory Development:** Participation in the development of a list of substance abuse related programs and services in a particular community, county, or state. **Examples:** lists of prevention services, community services, etc.

**Resource Directory Disseminated:** Distribution of a list of substance abuse related program and service information as listed above. **Note:** *Report the actual number of directories disseminated.*

**Speaking Engagements:** Verbal communication intended to convey information about substance abuse issues to general and/or specific audiences. Examples: assemblies, rallies, town hall meetings, program recruitment, speeches, talks, news conferences, briefings, web-casts, assembly presentations, hearings, testimonials, etc. **Note:** *Report only the number of speaking engagements regardless of length, number of attendees, and/or staff in attendance.*

**Telephone/Walk-in Information Services:** Services intended to provide substance abuse information and/or resources. **Examples:** telephone information and referral lines, walk-ins, etc. **Note:** *Report only the number of times an information service was delivered.*

**Web Sites in Operation:** A county- or provider-operated web site used to deliver substance abuse primary prevention information, education, and/or materials. **Note:** *this line item is only counted in reports one time per fiscal year, regardless of how many times the box is checked during data entry.*

## EXHIBIT II

### Education Strategy

#### Service Code – 13

***“This strategy involves two-way communication and is distinguished from the Information Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities.”***

The Education Strategy has two basic characteristics that distinguish it from other prevention efforts. First, the strategy depends on the *interaction* between an *instructor and/or facilitator* and the participants. Second, the services under this strategy aim to “*improve critical life and social skills*,” which includes “*decision making, refusal skills, critical analysis, and systematic judgment abilities*.” Approaches used in this strategy involve some form of education to enhance individual efforts to remain free from alcohol and other drugs. However, not all activities within this strategy need to be conducted by a teacher or in a classroom/school setting.

The following are definitions for the services/activities within this strategy.

**Children of Substance Abusers (COSA) Groups:** Substance abuse prevention educational services for youth and adults who are children of substance abusers. **Examples:** COSA programs, short-term educational groups, risk and protective factor programs, Adult Children of Alcoholics (ACOA) meetings, etc.

**Classroom Educational Services:** Structured prevention lessons, seminars, or workshops that are presented primarily in a school or college classroom. **Examples:** AOD health education, delivery of primary prevention curricula, etc.

**Educational Services for Adult Groups:** Structured substance abuse prevention lessons, seminars, or workshops directed toward adults and seniors. **Examples:** substance abuse education for adult/senior groups, general substance abuse prevention education, substance abuse prevention groups and organizations serving adult populations, etc.

**Educational Services for Youth Groups:** Structured substance abuse prevention lessons, seminars, or workshops directed to a variety of youth groups (children, teens, young adults) and youth organizations. **Examples:** substance abuse education for youth groups, general substance abuse prevention education, groups or organizations serving youth, etc.

**Mentoring:** A relationship over a prolonged period of time between two or more people in which the more experienced individual (mentor) provides stable, as-needed support, guidance, and concrete help to the less experienced individual (mentee/protégé).

**Parenting/Family Management Services:** Structured classes, meetings and programs intended to assist parents and families in addressing substance abuse risk factors, implementing protective factors, and learning about the effects of substance abuse on individuals and families. Topics may include parenting skills, family communication, decision-making skills, conflict resolution, family substance abuse risk factors, family protective factors, and related topics.

**Examples:** parent effectiveness training, parenting and family management classes/meetings, prevention programs serving the family, programs designed to strengthen families, etc.

**Peer Leader/Helper Programs:** Structured prevention services that utilize peers (people of the same ability, age, rank, or standing) to provide guidance, support, and other risk reduction activities for youth or adults. **Examples:** peer-resistance development, tutoring programs, peer support activities (clubs, church groups), etc.

**Preschool Alcohol and Other Drug (AOD) Prevention Programs:** Structured substance abuse prevention lessons directed to preschool youth.

**Small Group Sessions:** Structured primary prevention educational services for youth and/or adults in small group settings. **Examples:** substance abuse education groups, short-term education groups, business education groups, church education groups, etc.

**Theatrical Troupes:** A performance that delivers an alcohol and other drug (AOD) free educational message.

**Note:** Count the number of individuals that attended the theatrical presentation. Examples: skits, plays, cultural performances, etc.

## EXHIBIT II

### Alternative Strategy

#### Service Code – 14

***“This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances.”***

Alternative activities and programs redirect individuals from potentially problematic settings and activities to situations free from the influence of alcohol and other drugs.

The following are definitions for the services/activities within this strategy.

**Alcohol and Other Drug (AOD) Free Social/Recreational Events:** Social and recreational events for youth and adults that specifically exclude the use of alcohol and other drugs. If the event is funded/hosted by a SAPT funded county and/or provider, count all individuals who attend the event. If individuals from a SAPT funded program attend an event hosted by another entity, count only the individuals from the SAPT funded program that attended. **Examples:** alcohol and other drug-free community/church/school events, sober graduation/prom events, etc.

**Community Drop-In Center in Operation:** A county- or provider-operated community center that provides structured prevention services (social, recreational, and learning environments) that do not permit alcohol or other drug use on their premises. Use this category only to identify that a SAPT funded drop-in center is in operation. **Note:** *This line item is only counted in reports one time per fiscal year, regardless of how many times the box is checked during data entry.* **Examples:** community centers, recreation centers, senior citizen centers, teen centers, etc.

**Community Drop-In Center Activities:** Use this category to report the community drop-in center activities and the number of participants engaged in the activity (see examples above).

**Community Service Activities:** Activities intended to prevent substance abuse by involving youth and adults in a variety of community services. Count only the individuals engaged in the community service activity. **Examples:** community clean-up activities, events to repair or rebuild neighborhoods, fundraising for charitable causes, support to the elderly, handicapped, ill, etc.

**Outward Bound:** Participants engage in structured and/or organized outdoor wilderness experiences that build confidence, leadership skills and teamwork. This does not include camps for disciplinary purposes.

**Recreational Activities:** Activities, as compared to events, that youth and adults participate in that specifically exclude the use of alcohol and other drugs. The key words are “active participation” rather than attendance. **Note:** *Count only the individuals from SAPT funded programs that participate in the activity (not everyone at the venue).* **Examples:** organized/supervised trips to amusement parks, field trips, sporting activities, summer camp programs, participation in theatrical or musical productions, etc.

**Youth/Adult Leadership Activities:** Services and/or activities through which youth and adults work together collaboratively. **Note:** *This demographic category can be used in conjunction with the non-demographic community-based and environmental strategies to capture the youth that participated.* **Examples:** adult-led youth groups/meetings, FNL chapter meetings, youth development, skill development, tutoring programs, decoy operations, etc.

## EXHIBIT II

### **Problem Identification and Referral Strategy**

#### **Service Code – 15**

***“This strategy aims at identification of those individuals who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess whether their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.”***

Of the six CSAP primary prevention strategies, this one causes the most discussion and controversy because it appears to crossover from primary prevention into intervention and treatment. The CSAP definition clearly precludes services “designed to determine if a person is in need of treatment”; however, a prevention screening to determine if behavior can be reversed through prevention education is allowed.

A key aspect of this strategy is that the services and/or activities are geared toward behavioral change, not therapy for AOD abuse or dependency treatment. There is a potential for some of the services within this strategy to bridge into treatment. It is important that counties/providers are aware that administration of addiction diagnosis and severity instruments, case management, and/or preparation for treatment intervention are not a component of this strategy and can not be funded with the Substance Abuse Prevention and Treatment (SAPT) block grant primary prevention set-aside dollars.

The following are definitions for the services/activities within this strategy.

**DUI/DWI/MIP Education and Awareness Programs (Driving Under the Influence, Driving While Intoxicated, Minors in Possession)**: These are structured prevention education programs intended to change the behavior of youth and adults who have not been court mandated to attend. Examples: alcohol/ drug awareness education programs, alcohol-related highway traffic safety classes, etc. **Note**: In California, the court system mandates that individuals attend DUI/DWI programs as a result of an arrest and requires that each individual pay fees that support the programs. SAPT primary prevention funds can not be utilized for DUI/DWI court-mandated programs; therefore, the individuals who attend them should not be reported in CalOMS Prevention.

**Employee Assistance Programs**: Services to provide personal help, including substance abuse information for individuals and their family members when problems may be interfering with work performance. **Examples**: workplace prevention education programs, risk reduction education for work-related problems involving substance abuse, health education and health promotion programs for employees, supervisor AOD training, workplace AOD policy development, workplace screening and/or referral, etc.

**Men’s/Women’s Alternative to Violence Programs**: The inclusion of violence programs reflects the correlation between violence and AOD affected behavior. The inclusion of either men's or women's alternative to violence programs must satisfy two criteria; (1) it must be a program receiving SAPT primary prevention funds, and (2) the program curricula must include specific information about the correlation between violence and AOD issues. **Note**: SAPT primary prevention dollars can be used to fund prevention programs within a safe refuge facility (shelters, safe houses, etc.) but cannot be used to fund the operation of the facility.

**Prevention Screening and Referral Services**: The screening process is intended to determine if an individual's behavior can be reversed through AOD primary prevention education activities or services. The outcome of prevention screenings will either place and/or refer individuals for prevention education programs. If individuals do not meet the criteria for primary prevention services, they may be referred for treatment assessment. **Note**: SAPT primary prevention set-aside funds can not be used to conduct treatment assessments.

**Student Assistance Programs**: Structured prevention programs intended to provide substance abuse information for students whose personal issues, possibly including substance abuse, may be interfering with their school performance. **Examples**: early identification of student problems, referral to designated helpers, follow-up services, in-school services (e.g., support groups), screening for referral, referral to outside agencies, school policy development for student assistant programs, etc.

## EXHIBIT II

### Community-Based Process Strategy

#### Service Code – 16

*This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and other drug use and/or abuse. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.*

This strategy very closely aligns with the five-steps of the Strategic Prevention Framework, which includes a broad range of activities such as assessment, capacity building, planning, implementation of services, and program and/or service evaluation.

The following are definitions for the services/activities within this strategy.

**Assessing/Monitoring Services and Funding:** Assisting county AOD agencies, primary prevention providers, and/or communities in increasing or improving their prevention service capacity. **Examples:** applying for grants, engaging in the request for proposal (RFP) process, developing program budgets, interviewing and hiring prevention staff, coordinating and monitoring federal/state/local prevention grantees and subcontractors, CalOMS Pv monitoring, sharing or publicizing resource listings of federal/state/local funding sources, etc.

**Assessing Community Needs/Assets:** Implementing prevention-focused tasks to determine the needs for prevention services by identifying at-risk populations, communities, or geographic locations and determining priorities for service delivery. **Examples:** conducting/participating in neighborhood/community/statewide prevention needs assessments which may include data collection, data assessment, problem statement development, organizational/fiscal/leadership capacity assessment, readiness assessment, cultural competence assessment, service gap analysis, external factors/barriers to success, etc.

**Community Team Activities:** Activities or services conducted with, or sponsored by, formalized community teams or coalitions for the purpose of fostering, supporting, or enhancing community prevention services. **Examples:** community mobilization events, development or implementation of action plans, civic advocacy, development of cooperative agreements to provide prevention services, etc.

**Community/Volunteer Training:** Structured prevention activities intended to impart information and/or teach organizational development skills to community groups and/or volunteers. **Examples:** provide training to community groups, volunteers, community decision makers, neighborhood mobilization groups, etc.

**Evaluation Services:** Activities or services conducted to evaluate progress towards meeting goals and/or objectives and eventually, program success. **Examples:** working with evaluation teams, developing evaluation tools and instruments, collecting evaluation data, conducting data analysis, reviewing effectiveness of policies, programs and practices, developing recommendations for quality improvement, preparing evaluation reports and updates, etc.

**Formal Community Teams:** Formalized community organizations concerned with fostering common interests and advocacy for prevention services. Enter the number of community teams formed into CalOMS Pv only once per fiscal year. (Activities that teams conduct or engage in are reported under Community Team Activities). **Examples of formal teams:** interagency councils, alliances, coalitions, groupings of citizens (including youth), etc. who promote healthy communities, families, schools, and activities.

**Multi-Agency Coordination/Collaboration:** Planning and/or coordinating prevention services between agencies, coalitions, communities, organizations, schools, etc. **Note:** This is the most appropriate category for reporting prevention related meetings, even if they do not involve more than one agency.

**Systematic Planning:** The continuous process of developing and/or revising data-informed prevention strategic plans. **Examples** of activities related to the systematic planning process are: developing and/or refining problem statements, identifying/prioritizing goals and objectives, determining outcomes, drafting/developing logic models, developing implementation plans, developing evaluation plans, identifying performance measures, selecting policies, programs and practices, etc.

**Technical Assistance (TA):** Services provided or received that are intended to impart technical guidance to prevention programs, community organizations, and/or individuals that will strengthen or enhance prevention activities. **Examples:** assistance with the strategic prevention framework process, addressing cultural responsiveness, programmatic quality assurance and improvement, adding programs and services, assistance with grant writing, etc.

## EXHIBIT II

**Training Services:** Structured substance abuse prevention training events intended to develop proficiency in prevention program design, development, and delivery skills. **Examples:** conducting and/or receiving training, training of trainers, CalOMS Pv trainings, skill-building activities, etc

### Environmental Strategy

#### **Service Code – 17**

*The Environmental Strategy focuses on places and specific problems with results that can be wide-ranging and sustained, although specific recipients are not identified. This strategy involves the creation, modification and/or passage of written and unwritten codes, legislation, ordinances, policies, and regulations, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general populations.*

*The subcategories within the Environmental Strategy permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.*

The following are definitions for the services/activities within this strategy.

**Compliance** – Activities geared toward improving compliance with existing laws and policies that have been shown to reduce substance availability and consumption. Note: these activities are not used for enforcement purposes.

- **Compliance Checks:** The use of underage buyers to test compliance with laws regarding the sale of alcohol, tobacco and other drugs to minors. Examples: purchases made from retailers, adults purchasing for youth, ID checks at bars and/or restaurants, etc.).
- **Law Enforcement Education:** Activities focused on the education and/or training of law enforcement to assist in the prevention and/or reduction of alcohol and drug use and abuse in the community. **Examples:** police, sheriff, probation, school enforcement, judicial officers, etc.
- **Retailer/Vendor Education:** Activities focused on the education and/or training to assist in the prevention and/or reduction of alcohol and drug use and abuse in the community due to sales and consumption. **Examples:** alcohol, medical marijuana, drug paraphernalia, alcohol and drug themed merchandise, pharmaceutical, over-the-counter medications, etc.
- **Surveillance:** Community members monitoring underage parties and tracking areas known for illegal alcohol, tobacco and drug sales and informing law enforcement of illegal activities. **Examples:** underage drinking parties, shoulder tap programs, alcohol consumption outside retail business, illegal drug transactions, DUI checkpoints, etc.
- **Training – Commercial Host and Management:** Approved responsible beverage service programs for Alcohol Beverage Control (ABC) licensees. **Examples:** retailers and distributors of alcoholic beverages, vendors at fairs/events, temporary sales licenses, etc.
- **Training – Social Host and Management:** Approved responsible beverage service programs/trainings for those who serve alcoholic beverages in settings or circumstances under the servers' control where the drinker does not pay for his/her drink. **Examples:** weddings, private house parties, caterers, social gatherings, office parties, etc.

**Environmental Consultation/Technical Assistance** – Consultation provided to community leaders, schools, workplaces, etc., supporting the development and implementation of local codes, legislation, ordinances, policies, and regulations in the community. **Examples:** drug free school zones, drug free work places, community media campaigns, public policy campaigns, training community members, media advocacy training, etc.

**Media Strategies** – Structured environmental activities that use print, broadcast, or web media to deliver messages to audiences with the intent to change norms and behaviors around alcohol and/or drugs. **Examples:** counter advertising, informational AOD warning posters, notices & signs, media advocacy, retail outlet recognition, social norms marketing, etc.

**Policies and Regulations** – Creating, modifying and/or passing environmental practices, codes, ordinances, regulations, and legislation that reduce AOD availability and/or changes norms and behavior surrounding alcohol and/or drug use.

**Examples:** advertising restrictions, alcohol sponsorship restrictions, alcohol/drug outlet policies, drinking in public ordinances, drug paraphernalia ordinances, prescription drug policies, medication disposal policies, one-day event

## EXHIBIT II

requirements, product pricing policies, public use restrictions, school policies, social host ordinance, sporting event policies, workplace policies, zoning ordinances, State Alcohol Beverage Control (ABC Regulations), etc.

**Environmental Other** – Activities that are not related to environmental compliance, consultation/technical assistance, media strategies, or policies, regulations or ordinances, **Examples:** community development, neighborhood mobilization, informational efforts with state legislator, city and/or state officials, holiday campaigns and special events, facility design to prevent AOD problems, etc.

**EXHIBIT III**

**SAMPLE AGREEMENT**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

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USE FOR ONGOING  
AND PREVENTION

Contract No. \_\_\_\_\_

ALCOHOL AND OTHER DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, on \_\_\_\_\_, County released a Request for  
Proposals ("RFP") for Alcohol and Other Drug Prevention Services,  
a competitive selection document with the objective of finding  
the most qualified, feasible, and cost effective proposer to  
enter into an agreement and to provide said services to County;

WHEREAS, on or about \_\_\_\_\_, Contractor submitted a  
RFP proposal response to County's RFP for Alcohol and Other Drug  
Prevention Services, whose proposal response is incorporated into  
this agreement by reference;

WHEREAS, this Agreement is contemplated and authorized by  
Division 10.5 of the Health and Safety Code commencing with  
Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;  
Title 9 of the California Code of Regulations ("CCR"), Division  
4; Government Code Section 26227; and, to the extent this  
Agreement is funded by Federal Block Grant funds, also by Health  
and Safety Code Sections 11754 and 11775, and by Government Code  
Section 53703; and

WHEREAS, the terms "SAPC" and "SDADP", as used in this Agreement, refer to County's Substance Abuse Prevention and Control and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Director", as used herein refers jointly to County's Director of the Department of Public Health ("DPH") or his/her authorized designee, or as may otherwise be redefined in the County Code and;

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_, and the term "Schedules" refers to Schedule(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_, (and when applied, the term "Budgets" refers to Budget[s] \_\_\_\_, \_\_\_\_, and \_\_\_\_), inclusively, unless otherwise noted; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence July 1, 2011 and shall continue in full force and effect to and including June 30, 2012. Said Agreement shall thereafter be automatically renewed for one (1) year terms, for a maximum of two (2) years, without further action by the parties hereto, to and including June 30, 2014.

The term of this Agreement may be extended by Director or his designee beyond the stated expiration date of June 30, 2014, subject to availability of funding, for a period of twelve (12) months through June 30, 2015, upon the written mutual agreement of the parties which, for the County, shall include federal and State approvals. All provisions of the Agreement in effect on the date the extension commences shall remain in effect for the duration of the extension.

Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove. Contractor shall send the written notice to County at the address(es) provided under the NOTICES paragraph herein below.

Contractor shall notify DPH SAPC when this Agreement is within six (6) months from the expiration of the term provided hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPH SAPC at the following address:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse Prevention and Control  
1000 S. Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written

notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as SAPC, or any local agency designated by the SAPC to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately

minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's DPH, Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within ten (10) days of final settlement.

F. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also

when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph herein below.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) EXHIBIT IIIA: ADDITIONAL PROVISIONS -  
DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE  
PREVENTION AND CONTROL - ALCOHOL AND DRUG  
SERVICES AGREEMENT - July 1, 2011
- (2) EXHIBIT IIIB: ALCOHOL AND OTHER DRUG  
PREVENTION SERVICES, ENVIRONMENTAL PREVENTION  
SERVICES
- (3) EXHIBIT IIIC: ALCOHOL AND OTHER DRUG  
PREVENTION SERVICES, COMPREHENSIVE PREVENTION  
SERVICES

Contractor may obtain electronic copies of documents (1) through (6) from SAPC website,  
<http://www.publichealth.lacounty.gov/sapc/>.

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (6) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.

This Agreement shall not restrict DPH from acquiring similar, equal, or like goods and/or services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided under this Agreement total \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto, subject to availability of funds.

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided under this Agreement total \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto, subject to availability of funds.

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided

under this Agreement total \_\_\_\_\_ Dollars (\$  
) . This sum represents the total maximum obligation of  
County as determined by adding each maximum allocation shown  
in the Exhibit(s), attached hereto, subject to availability  
of funds.

D. Contractor shall maintain a system of record keeping  
that will allow Contractor to determine when it has incurred  
seventy-five percent (75%) of the total agreement  
authorization under this Agreement. Upon occurrence of this  
event, Contractor shall send written notification to the  
contact person and address indicated below:

Mr. Gary Izumi, Chief  
Contract Development and Processing Division  
Substance Abuse Prevention and Control  
1000 S. Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, California 91803

E. If, at any time during the term of this Agreement or  
at any time after the expiration or termination of this  
Agreement, authorized representatives of federal, State, or  
County governments conduct an audit of Contractor regarding  
the services provided to County hereunder and if such audit  
finds that County's dollar liability for such services is  
less than payments made by County to Contractor, then  
Contractor agrees that the difference shall be either:

(1) repaid forthwith by Contractor to County by cash payment  
or (2) at Director's option, credited against any amounts  
due by County to Contractor whether under this Agreement or  
any other agreement, or contract, covered under SAPC

control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, the ALTERATION OF TERMS of this Agreement, Director may consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any

and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not

less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Health  
Substance Abuse Prevention and Control  
Program Compliance and Quality Assurance Division  
1000 South Fremont Avenue  
Building A-9 East, Third Floor  
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best

ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements:

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval

of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage:

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded

by the standard Insurance Services Office, Inc., (ISO), and separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on

for bodily injury and property damage, in combined or equivalent split limits, for each single accident.

Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per

claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

10. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion,

against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized

designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with cost or price analysis thereof.

(4) "A copy of the proposed subcontract." Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's

written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the

particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent

there is any conflict between federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Public Health Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by SAPC; as well as all other applicable federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction)[Section 11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement

body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at \_\_\_\_\_. Contractor's primary business telephone number is (\_\_\_\_)\_\_\_\_\_, facsimile/FAX number is (\_\_\_\_)\_\_\_\_\_, and electronic-mail ("e-mail") address \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to primary business address, business telephone number, facsimile/FAX number, and/or e-mail address as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address

used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-West  
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Public Health  
Substance Abuse Prevention and Control  
Program Compliance and Quality Assurance Division  
1000 South Fremont Avenue  
Building A-9 East, Third Floor  
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director and has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Acting Chief  
Contracts and Grants Division

Revised:6.7.10.er

**EXHIBIT IIIA**



**ADDITIONAL PROVISIONS**

**DEPARTMENT OF PUBLIC HEALTH**

**SUBSTANCE ABUSE PREVENTION AND CONTROL**

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
AGREEMENT**

**JULY 1, 2011**



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ADDITIONAL PROVISIONS  
DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
ALCOHOL AND OTHER DRUG PREVENTION SERVICES AGREEMENT  
JULY 1, 2011

1. ADMINISTRATION

COUNTY'S Director of Public Health or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE

A. Form of Business Organization: Contractor shall prepare and submit to Substance Abuse Prevention and Control ("SAPC"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to SAPC, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions.

The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to SAPC, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any

family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public

education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

#### 4. STAFFING

Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on substance abuse prevention and control services. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case

conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. For treatment staff, training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8,

Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4

Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's

Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

C. Sexual Harassment and Sexual Contact: Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

D. Disability Access Coordinator: Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

5. NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, national origin, ethnic group identification, religion, age, sex, sexual

orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws and regulations. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation.

In providing services hereunder, facility access for disabled must comply with the Federal Rehabilitation Act of 1973,

Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination in a treatment service, he or she may appeal the matter to the SDADP, Residential and Outpatient Programs Compliance Branch, Complaint Investigations Unit. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

Pursuant to Exhibit C, Article IV, Paragraph B.2 of the County Net Negotiated Amount (NNA) agreement with the

SDADP, the following shall apply to programs funded with Substance Abuse Prevention and Treatment Block Grant (SAPT BG):

1. Contractor shall provide services to all eligible persons in accordance with federal and State statutes and regulations.

2. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

(a) Lack of educational materials or other resources for the provision of services;

(b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

(c) Institutional, cultural, and/or ethnicity barriers;

(d) Language differences;

(e) Lack of service advocates; and

(f) Failure to survey or otherwise identify the barriers to service accessibility.

6. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT

A. Contractor certifies and agrees pursuant to all applicable Federal and State anti-discrimination laws and regulations, as they now exist or may hereafter be amended,

that it shall not discriminate against any employee or applicant for employment because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, or status as disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation or status as disabled veteran or veteran of the Vietnam era in accordance with requirements of all applicable Federal and State laws and regulations. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

C. Contractor shall certify to, and comply with, the provisions of **Exhibit \_\_, Contractor's EEO Certification.**

D. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race,

national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation in accordance with requirements of Federal and State laws.

F. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

G. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws.

H. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require

in order to verify compliance with the anti-discrimination provisions of this Paragraph.

I. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

J. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify,

defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any

alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS

Contractors providing residential and/or non-residential treatment services hereunder, agree to give priority to individuals referred to Contractor for services by County's Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of substance abuse prevention and control services to seek such services.

#### 10. PARTICIPANT ELIGIBILITY

If participants are provided treatment services hereunder, participant's eligibility to receive substance abuse prevention and control services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

#### 11. PARTICIPANT FEES

If Contractor provides participants with residential and/or non-residential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such

service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs.

Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

## 12. PAYMENT

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, medical insurance, or other third party coverage, Contractor shall be compensated by County for performing substance abuse prevention and control services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Public Health Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by SAPC. All billings

shall clearly reflect all required information as specified on the billing forms and any other information as required by the SAPC (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto. Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum

monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

c. Billings for Drug/Medi-Cal services shall be presented to County by the tenth (10th) of each calendar month for the preceding month. Billings received after the tenth (10th) of the calendar month will not be paid.

(2) Nonreimbursable costs: In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, medical insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) Excess of Maximum Allocation per Service: In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) Excess of County Maximum Obligation: In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all substance abuse prevention and control services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such

information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all substance abuse prevention and control services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all substance abuse prevention and control services agreements between County and Contractor, due to CONTRACTOR'S refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other substance abuse prevention and control services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases

funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may elect to withhold any and all payments due to Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold all payments due to Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to

correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs one (1) through five (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost

report or audit report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all substance abuse prevention and control services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the NNA/DMC Agreement between the State and the County, and the agreement between County and Contractor, County may withhold ten percent (10%) of all payments to Drug/Medi-Cal contractors under any and all substance abuse prevention and control services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Audit Exceptions: Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

(7) Seventy-five percent of Authorization: The

Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address below:

Mr. Gary Izumi  
Director, Contract Development  
and Processing Services Division  
Substance Abuse Prevention and Control  
1000 S. Fremont Avenue, Building A-9 East  
Alhambra, California 91803

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those substance abuse prevention and control service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make preliminary cash settlement for each fiscal year or portion thereof that this

Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower

than the payments made therefore by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Public Health Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

(3) Travel: Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(4) Interest: Interest may be charged on amounts

owed to SAPC as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of the CCR; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Combined Funding: Contractors that receive a combination of Medi-Cal funding and other federal or State

funding for the same service element and location shall be reimbursed for actual costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation, Director may approve such funding changes.

Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Office ("CEO"). If the increase or decrease exceeds twenty-five percent (25%), approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a

significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's "CEO". Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

#### 14. RECORDS AND AUDITS

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities (for treatment staff only, this requirement does not apply to prevention staff), records of specific service activities,

and other records as specified by SAPC, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's SAPC during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Substance Abuse Prevention and Control - Description of Service Activities - July 1, 1993 and the Department of Public Health Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit

findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by SAPC in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto. This provision does not apply to prevention contracts.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Public Health Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Public Health Substance Abuse Program Contract Financial Handbook. Such records shall

clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., alcohol and other drug prevention services, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for substance abuse prevention and control services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs

intended by the Department of Public Health Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) SAPC-requested substance abuse prevention and control service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, CalOMS data, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the SAPC approved Contractor budget) in providing substance abuse prevention and control services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as

executive director (or his/her equivalent) of the Contractor's substance abuse prevention and control program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted

accounting principles and the Department of Public Health Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the

parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's work papers shall be retained at least five (5) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent

that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of

Public Health - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations:

Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

#### 15. REPORTS

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax

withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the SAPC monthly the following reports:

For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Agreement.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Public Health, SAPC Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting for treatment providers of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such

termination or cancellation date to County's Department of Public Health FSD.

17. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality.

Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or

agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the

operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the SAPC within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County

lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances. Failure

to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

23. PURCHASES

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact SAPC's

Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and

repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community. (This provision does not apply to prevention Contractors.)

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Agreement, by taking the following actions:

A. Prohibiting smoking in all areas within the facilities.

B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.

C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.

D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug-free policy statement; and
- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both, and Contractor may be ineligible

for future County agreements if the County determines that any of the following has occurred:

- (1) Contractor has made a false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING

Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be

maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

E. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through SDADP-approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

F. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form

shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

G. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

H. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

I. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

J. Attend monthly meetings and trainings relative to

HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.). Ensure staff and clients are aware of such training and educational opportunities.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

## 28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an substance abuse prevention and control services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, SAPC.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and

pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

30. PROPRIETARY RIGHTS

County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by

Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER

Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when

either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the

Contractor. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacountv.gov.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given priority.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS

Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement.

County and its Department of Public Health ("DPH") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has

committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or

such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of

default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

#### 40. TERMINATION FOR CONVENIENCE

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this

Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS

At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A  
FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken

by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

#### 49. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies

provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the

best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. PURCHASING RECYCLED-CONTENT BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

53. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of prevention and/or treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and

independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

54. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
(HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND  
CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification Requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, the Contractor provides services to the County and the Contractor

receives, has access to, and/or creates Protected Health Information as defined in **Exhibit \_\_** in order to provide these services. The County and the Contractor therefore agree to the terms of **Exhibit \_\_, Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)**.

55. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the ordinance entitled "Local Small Business Enterprise Preference Program", as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the

certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and by which reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay the County any difference between the Agreement amount and what the County's costs would have been if the agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any business

that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action and Compliance of this information prior to responding to the RFP or accepting this award.

55. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor

shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to SAPC.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a

period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service ordered by County and/or provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED  
BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO  
THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's DCFS will supply the Contractor with the poster to be used.

58. REPORTING OF CHILD ABUSE OR NEGLECT

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in the **Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7**. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning

the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at [mandreptla.org](http://mandreptla.org). Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

#### 59. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a

misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

60. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

61. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED  
TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

63. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased the Charitable Purposes Act requirements.

By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Attachment I), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

64. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to Federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with

the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving Federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

65. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

A. This Agreement is subject to the provisions of the County's ordinance entitled, "Transitional Job Opportunities Preference Program", as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity Vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in

subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to the RFP or accepting the award of this Agreement.

AP.revised:2.18.10.

## EXHIBIT IIIB

(COST/1YR)

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EXHIBIT \_\_

### ALCOHOL AND OTHER DRUG PREVENTION SERVICES (AODPS)

#### **(Environmental Prevention Services)**

1. **DEFINITION:** Alcohol and Other Drug (“AOD”) Prevention Services - "Environmental Prevention Services" (all hereafter “EPS”) aim to decrease underage and binge drinking, especially among youth and young adults by reducing alcohol availability and accessibility in Los Angeles County through culturally competent evidence-based environmental efforts that change the policies, ordinances, and practices that facilitate alcohol use and develop methods to ensure efforts are enforced and sustained once implemented. Environmental efforts include, but are not limited to, addressing where and how alcohol is sold, alcohol outlet density, retail beverage service training, adoption and enforcement of local ordinances, cost of alcohol, and enforcement of laws prohibiting sales to minors.

To ensure community involvement in implementing and sustaining the alcohol related environmental efforts, including at least one policy effort, the EPS contractor coordinates a coalition of key individuals and agencies from the target Service Planning Area (SPA), including “Comprehensive Prevention Services” (CPS) contractors.

2. **TARGET AREA:** The Los Angeles County city(ies) and/or community(ies) within the target Service Planning Area (SPA) for these activities, as defined by the contractor and approved by the Substance Abuse Prevention and Control (SAPC) Director, or his designee, (all hereafter

“SAPC Director”) are as follows: The target SPA is \_\_\_\_\_, and more defined services locations are\_\_\_\_\_.

3. **TARGET POPULATIONS:** Populations to be served include, but are not limited to, youth, adults, and community members within the targeted area (as described in paragraph 2). Unless specific population(s) is/are identified immediately below, prevention services shall be made available to males and females of all population groups within the target area. Contractor shall ensure culturally competent programming that reflects the target population(s) within the target area.

Specific population (s) to be served is/are \_\_\_\_\_. The prevention services program will serve: \_\_\_\_\_Males/\_\_\_\_\_Females. The age group(s) to be served is/are\_\_\_\_\_.

4. **PROGRAM SITE(S) OF OPERATION:** Contractor's facility(ies) and the days and hours of operation where prevention services are planned, conducted, and program documentation is maintained as follows:

**Facility 1** is located at \_\_\_\_\_. Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_, facsimile/FAX number is (\_\_\_\_)\_\_\_\_, and electronic-mail (“e-mail”) address is \_\_\_\_\_. Contractor's facility days and hours of operation are \_\_\_\_\_.

**Facility 2** is located at \_\_\_\_\_. Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_, facsimile/FAX number is (\_\_\_\_)\_\_\_\_, and electronic-mail (“e-mail”) address is \_\_\_\_\_. Contractor's facility days and hours of operation are \_\_\_\_\_.

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such

services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, or e-mail address of Contractor facility (ies), as noted above, are changed in any manner. Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

**5. MAXIMUM ALLOCATION:**

- A. During the period of July 1, 2011 through June 30, 2012, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for environmental prevention services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference. Contract reimbursement structure shall be cost/line item.
- B. During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for environmental prevention services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). Contract reimbursement structure shall be fee-for-service
- C. During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for environmental prevention services is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Contract

reimbursement structure shall be fee-for-service.

6. **REIMBURSEMENT**: During the period of July 1, 2011 through June 30, 2012, County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statements. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit as outlined in the attached Statement of Work and shall also include any time spent on the preparation for such service activities.

During the first six (6) months of the contract term, contractors will be reimbursed up to eighty (80) percent of the one-twelve (1/12) contract amount monthly; upon submission of the comprehensive community assessment, approved by the County and inclusive of all County requirements, the balance of the funds will be reimbursed if justified by actual costs. Failure to submit a comprehensive community assessment will result in a breach of contract of this agreement.

Reimbursement can be delayed if Contractor is non-compliant with the terms of the agreement including, but not limited to, submitting required reports by the due date; data/documentation does not reflect the services/activities as outlined in the County approved work plan and/or by the completion dates listed; and appropriately documenting or inputting activity data into the California Outcome Measurement Service for Prevention (CalOMS Pv) database as required, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

7. **STAFFING**: Subject to requirements outlined in STAFFING Paragraph of the ADDITIONAL PROVISIONS of this Agreement. Contractor shall comply with the following requirements:
- A. **Sobriety**: Contractor shall establish and maintain a written policy regarding AOD use by its employees.
  - B. **Minimum Full-Time Equivalent ("FTE")**: As outlined in the STAFFING Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall employ at least one (1) individual (i.e., FTE position) specifically assigned to work full time on this Prevention Service Agreement. Contractor shall operate continuously throughout the term of this Agreement with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of SAPC, a list of persons by name, title, professional degree, salary and experience who are providing prevention services hereunder. If an Executive Director, Program Director, Assistant Director or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the SAPC Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall

institute a training program, approved by the SAPC Director, in which all personnel will participate.

C. Minimum Qualifications: The following minimum qualifications shall apply to all staff and management employed in-full or in-part under this Agreement, including employees directly involved in the administration, supervision, and/or provision of services:

- 1) Minimum one (1) year experience providing alcohol, tobacco, and other drug (ATOD) related services; education may be substituted for experience where coursework is directly related to the ATOD or Public Health fields.
- 2) Knowledge and understanding of alcohol use prevention planning including community-based and environmental prevention;
- 3) Knowledge and understanding of the Strategic Prevention Framework (SPF) and its integral role in program planning, development, and evaluation;
- 4) Ability to plan, implement, and evaluate prevention service activities;
- 5) Knowledge of evidence-based strategies and prevention concepts for addressing alcohol related community problems and contributing factors;
- 6) Ability to coordinate and facilitate coalition membership meetings comprised of CPS providers, key individuals and community members within a target SPA;
- 7) Ability to document activities; and
- 8) Competency to work with the various ethnic/cultural groups in the community; and
- 9) Ability to train program staff on required contracted services, CalOMS Pv data entry and other required reporting.

D. Contractor's Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this Agreement. In addition to the

Minimum Qualifications described above in Section C, such person shall have a minimum of two (2) years of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation, volunteer supervision, and knowledge of State and County funding requirements and service delivery.

- E. Prevention Coordinator: Contractor may assign aspects of the program's administration responsibilities to a Prevention Coordinator whose responsibilities include oversight of daily operations, implementation of the Work Plan, and ensuring compliance with County, State and federal funding contract requirements, and who is under the direct supervision of the Contractor's Program Director.

- 8. **SERVICES TO BE PROVIDED**: Primary prevention services shall be directed at individuals who never received nor require treatment services, and do not/would not meet criteria for substance abuse or dependence. Contractor shall comply with the following requirements:

- A. Strategic Prevention Framework (SPF): Contractor shall use the SPF to guide program planning, development, and evaluation throughout the contract term. Contractor shall submit their SPF (for the purpose of this Agreement this is defined as the EPS Proposal submitted in response to the AODPS Request for Proposal released in October 2010) plan to SAPC for review and approval, and shall comply with the level and quality of services described therein throughout the contract term; any modifications must be justified in writing within 30 days of completion of the approved community assessment and approved by SAPC Director or his designee.
- B. Community Assessment: Contractor shall conduct a comprehensive community assessment within six (6) months of the contract award and throughout the contract term,

as needed and required by the County, to better articulate the community conditions/needs and identify what environmental efforts will lead to the greatest decrease in alcohol availability and accessibility within the specified geographic area(s) of the target SPA. The contractor shall not begin direct services until the community assessment has been completed and approved by SAPC Director or his designee. Upon completion of the community assessment the Contractor shall submit all data documentation of findings and results to SAPC to be incorporated in a County-wide community assessment; SAPC-identified survey tools will be required.

- C. Coalition: Contractor shall establish and coordinate a coalition comprised of CPS providers, key individuals, and agencies from the target city(ies)/community(ies) within the target SPA at least quarterly. The collaboration among ESP providers and CPS providers is required to effectively inform and engage individuals/agencies to address the County's identified goals and objectives. Contractor shall report to SAPC on the meetings as required.
- D. Required Policy Effort: The policy effort to be addressed is: \_\_\_\_\_.
- E. Evidence-Based Practices: Contractor is required to select AOD prevention services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individual level AOD use and related outcomes. This includes 1) evidence-based programs or curricula categorized under substance abuse prevention on the National Registry of Evidence-based Programs and Practices or Communities That Care Prevention Strategies Guide; 2) substantiated AOD environmental strategies such as those described in the RAND Preventing Underage Drinking Technical Report or the Centers for Disease Control and Prevention Community

Guide; or 3) where the program or curricula is not a recognized best practice/model program (as described in one and two above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes.

Contractor selected evidence-based practices/programs is/are \_\_\_\_\_.

- F. Annual Work Plans: Contractor shall develop an annual Work Plan (using the required template) that ensures the Contractor's goals and objectives, as supported by the assessment (SPF Step 1), will impact SAPC's goals and objectives listed below. The Work Plan must include all key steps and activities necessary to successfully achieve the environmental efforts and develop/maintain the coalition as indicated in the submitted SPF, Step 3 Planning and funded under this Agreement. The Work Plan must include key target completion dates by quarter for the fiscal year (e.g. start date of July 1, 2011 and end date of June 30, 2011 are not permitted). The SAPC approved Work Plan must be completed in full and on-time; approved work plans may be amended if justified in writing within 30 days of completion of the community assessment and must be approved by SAPC Director or his designee before implementation of services.

At minimum, Goal 1, Long-Term Objective 1, Objective 1.1 and an additional objective are required.

**Goal 1:** Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.

- **Long Term Objective 1:** Decrease availability and accessibility of alcohol in Los Angeles County, especially among youth and young adults..

- **Objective 1.1:** Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
- **Objective 1.2:** Increase compliance with liquor laws for liquor, convenience, and grocery stores.
- **Objective 1.3:** Increase compliance with liquor sales and serving practices at bars and restaurants.
- **Objective 1.4:** Decrease social access to alcohol by underage individuals (parties, peers, friends, families, community events).

Over the thirty-six (36) month period, the Work Plan must reflect a logical progression to achieve the goals and objectives Work plans must be strategic and include measurable objectives, evidence-based strategies, and include evaluation measures as stated in this agreement.

G. California Outcome Measurement Service for Prevention (CalOMS Pv): Contractor shall comply with the CalOMS Pv data reporting requirements as required by California State Department of Alcohol and Drug Program (CA-ADP). Contractor shall participate in CalOMS Pv training sessions and meetings as instructed by SAPC. Contractor shall train staff to use the CalOMS Pv web-based system within 30 (thirty) days of hire and provide or arrange for technical support thereafter. Contractor shall enter program service/activity data to the CalOMS Pv database on a daily or at a minimum weekly basis. Data shall be entered to reflect all services/activities outlined in the Contractor's County approved Work Plan. Contractor shall refer to the CalOMS Pv Description of Services for reporting prevention services and activities on the CalOMS Pv database. Contractor shall designate a minimum of one (1) staff and an alternate to serve as the contact for CalOMS

Pv. Contractor shall comply with submitting CalOMS Pv data as scheduled by SAPC.

Billing reimbursement may be delayed if Contractor CalOMS Pv data entry is delinquent, consistently inaccurate, does not fully represent completion of services/activities in the approved Work Plan, or otherwise does not comply with SAPC data reporting requirements.

- H. Reports: Subject to the reporting requirements outlined in the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit the following reports: Annual Work Plans, Work Plan Amendments (as required), Quarterly Reports, Year-End Reports, Community Assessment Results, Survey Results (as required), and Evaluation Reports. Additional reports may be required by SAPC as necessary. Report formats/templates will be provided by SAPC. Billing reimbursement may be delayed if reports are not submitted on-time.
- I. Meetings and Trainings: Contractor's Executive Director and/or Program Director shall conduct coalition meetings with designated prevention service partners in their SPA (outlined in Section 8, SERVICES TO BE PROVIDED, in this Agreement) and participate in all SAPC mandatory quarterly prevention provider roundtable meetings. In addition, Contractor shall participate in trainings as required by SAPC. (See outlined in Staffing Paragraph of the "ADDITIONAL PROVISIONS", incorporated herein).
- J. Evaluation Requirements: Contractor shall conduct a process and outcome evaluation, and submit the evaluation plan and summary results to SAPC as required. A qualified evaluator as defined by SAPC shall conduct the evaluation. The evaluation shall assess whether the Contractor's goals, objectives, and outcomes outlined in the SPF and Work Plan were achieved, how that impacts the County's goals and objectives, and whether

modifications to the program are required based on the results. Any report(s) shall also include how fidelity to the evidence-based model/practice was maintained and measured, and to include the qualifications of the evaluator.

- K. Public Announcements, Literature, and Outreach: Subject to the requirements of the PUBLIC ANNOUNCEMENTS, LITERATURE , AND OUTREACH PARAGRAPH of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable cost for review and approval by SAPC Director or his designee prior to publication, printing, duplication, and implementation for this Agreement. All such materials, public announcements, literature, audiovisuals, printed materials, community assessment surveys distributed by Contractor, materials describing services provided hereunder, shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was “made possible by the County of Los Angeles, Department of Public Health, Substance Abuse Prevention Control”. Submission forms shall be provided by SAPC and used by Contractor to obtain the necessary review and approval from SAPC for all material as described herein, prior to publication and/or use.

9. **PERFORMANCE EVALUATION**: Pursuant to the County’s Quality Assurance Plan Paragraph of the “ADDITIONAL PROVISIONS” of this Agreement, incorporated herein, Contractor's performance will be measured by SAPC to determine the adequacy of Contractor's performance and to develop recommendations for continuation of funding for the environmental prevention services for successive fiscal years. Review of the approved comprehensive community

assessment, completion of the approved Work Plan, CalOMS Pv submissions, evaluation report, utilization, results of the on-site audit reports, and others may be considered in this determination.

Program audits will take place twice during the initial fiscal year and once thereafter in order to determine compliance with this contract including, but not limited to, Contractor's Work Plans.

AODPS

(COST/1YR)

\_\_\_\_\_  
SCHEDULE \_\_

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Environmental Prevention Services)**

	Period of <b>(07/01/11- 06/30/12)</b>
1. Maximum Allocation .....	\$_____
2. Projected Revenue .....	\$_____
3. Gross Program Allocation ..... (Item 1 plus Item 2)	\$_____
4. Maximum Monthly Amount/Allocation ..... (Item 1 divided by the number of months in the period)	\$_____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement and  
ADDITIONAL PROVISIONS.

AODPS

(COST/1YR)

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BUDGET

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Environmental Prevention Services)**

<u>ITEM</u>	<u>Period of</u> <b><u>(07/01/11-</u></b> <b><u>06/30/12)</u></b>
Salaries .....	\$_____
Facility Rent/Lease .....	\$_____
Equipment Leases .....	\$_____
Services and Supplies .....	\$_____
Administrative Overhead .....	\$_____
Gross Budget*	\$_____

\* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

AODPS

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STATEMENT OF WORK

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Environmental Prevention Services)**

OVERALL GOAL: Contractor shall indicate the overall environmental prevention program goal to be achieved. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal and objective(s) that such services will achieve.

Overall Goal:

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**ENVIRONMENTAL PREVENTION SERVICE/PROGRAM DESCRIPTION:** Contractor shall provide a clear and concise prevention program description that describes strategies/activities for addressing specific objective (s) directly associated to alcohol use problems that are related to the overall goal:

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STATEMENT OF WORK (CONTINUED)

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Environmental Prevention Services)**

STRATEGIES: Attach approved FY 2011-2012 Work Plan which includes program objectives, activities, timelines, expected outcomes, and evaluation methods to be provided in order to achieve the goals and objectives. FY 2012-2013, and FY 2013-2014 Work Plans shall be submitted by Contractor *within* sixty (60) calendar days prior to start of fiscal year for approval by SAPC Director or his designee. Approved work plans may be amended if justified in writing by September 30<sup>th</sup> and must be approved by SAPC Director or his designee before implementation of services.



## EXHIBIT III C

(COST/1YR)

\_\_\_\_\_  
EXHIBIT \_\_\_\_

### ALCOHOL AND OTHER DRUG PREVENTION SERVICES (AODPS)

#### **(Comprehensive Prevention Services)**

1. **DEFINITION:** Alcohol and Other Drug (“AOD”) Prevention Services - "Comprehensive Prevention Services" (all hereafter “CPS”) aim to 1) decrease underage and binge drinking, 2) decrease illicit drug use that is marijuana, methamphetamine, and ecstasy, and/or 3) decrease emerging drug use that is inhalants, over-the-counter medications, and prescription drug misuse, in Los Angeles County, especially among youth and young adults. This is achieved through culturally competent evidence-based programs/services that focus on both community and individual level efforts to reduce alcohol availability and accessibility and decreasing the social norms and community conditions that contribute to AOD use within the target population(s) and/or communities. The AOD problems and contributing factors identified in the needs assessment determine the selection of prevention services/efforts for these services. Selected services/efforts change the local environment and conditions that facilitate AOD use, identify individuals who could benefit from or contribute to prevention services/efforts, and change the knowledge and behaviors of youth and adults that contribute to community norms about AOD use or actual AOD use.

To ensure community involvement in implementing and sustaining the AOD prevention efforts, the CPS contractor actively participates in all coalition meetings coordinated by the Environmental Prevention Services “EPS” contractor in the Service Planning Area(s) (SPA) where it provides services. Furthermore, the CPS contractor maintains formal and consistent

community involvement in the development and implementation of its prevention efforts, including encouraging community involvement on the EPS led coalition and actively disseminating that information to the target community(ies) or population(s).

2. **TARGET AREA:** The Los Angeles County city(ies) and/or community(ies) within the target Service Planning Area (SPA) for these activities, as defined by the contractor and approved by the Substance Abuse Prevention and Control Director (SAPC), or his designee, (all hereafter "SAPC Director") are as follows: The target SPA is \_\_\_\_\_, and more defined services locations are\_\_\_\_\_.
  
3. **TARGET POPULATIONS:** Populations to be served include, but are not limited to, youth, adults, and community members within the targeted area (as described in paragraph 2). Unless specific population(s) is/are identified immediately below, prevention services shall be made available to males and females of all population groups within the target area. Contractor shall ensure culturally competent programming that reflects the target population(s) within the target area.  
  
Specific population (s) to be served is/are \_\_\_\_\_. The prevention services program will serve: \_\_\_\_\_Males/\_\_\_\_\_Females. The age group(s) to be served is/are\_\_\_\_\_.
  
4. **PROGRAM SITE(S) OF OPERATION:** Contractor's facility(ies) and the days and hours of operation where prevention services are planned, conducted, and program documentation is maintained as follows:  
  
**Facility 1** is located at \_\_\_\_\_. Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_, facsimile/FAX number is (\_\_\_\_)\_\_\_\_, and electronic-mail ("e-mail") address is \_\_\_\_\_.  
Contractor's facility days and hours of operation are \_\_\_\_\_.

**Facility 2** is located at \_\_\_\_\_. Contractor's facility telephone number is (\_\_\_\_)\_\_\_\_, facsimile/FAX number is (\_\_\_\_)\_\_\_\_, and electronic-mail ("e-mail") address is \_\_\_\_\_. Contractor's facility days and hours of operation are \_\_\_\_\_.

Contractor shall obtain prior written approval from the SAPC Director, at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, or e-mail address of Contractor facility (ies), as noted above, are changed in any manner. Contractor shall inform the SAPC Director, via formal written letter/notice, at least ten (10) calendar days prior to the effective date(s) thereof.

**5. MAXIMUM ALLOCATION:**

- A. During the period of July 1, 2011 through June 30, 2012, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for Comprehensive Prevention Services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference. Contract reimbursement structure shall be cost/line item.
- B. During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for Comprehensive Prevention Services is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). Contract  
reimbursement structure shall be fee-for-service.

- C. During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in the term paragraph of this Agreement, that portion of the maximum obligation of County, which is allocated for the facility (ies) listed in this Exhibit for Comprehensive Prevention Services is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). Contract  
reimbursement structure shall be fee-for-service.

6. **REIMBURSEMENT:** During the period of July 1, 2011 through June 30, 2012, County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statements. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit as outlined in the attached Statement of Work and shall also include any time spent on the preparation for such service activities.

During the first six (6) months of the contract term, contractors will be reimbursed up to eighty (80) percent of the one-twelve (1/12) contract amount monthly; upon submission of the comprehensive community assessment, approved by the County and inclusive of all County requirements, the balance of the funds will be reimbursed if justified by actual costs. Failure to submit a comprehensive community assessment will result in a breach of contract of this agreement.

Reimbursement can be delayed if Contractor is non-compliant with the terms of the agreement including, but not limited to, submitting required reports by the due date;

data/documentation does not reflect the services/activities as outlined in the County approved work plan and/or by the completion dates listed; and appropriately documenting or inputting activity data into the California Outcome Measurement Service for Prevention (CalOMS Pv) database as required, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

7. **STAFFING**: Subject to requirements outlined in STAFFING Paragraph of the ADDITIONAL PROVISIONS of this Agreement. Contractor shall comply with the following requirements:
- A. **Sobriety**: Contractor shall establish and maintain a written policy regarding AOD use by its employees.
  - B. **Minimum Full-Time Equivalent ("FTE")**: As outlined in the STAFFING Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall employ at least one (1) individual (i.e., FTE position) specifically assigned to work full time on this Prevention Service Agreement. Contractor shall operate continuously throughout the term of this Agreement with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of SAPC, a list of persons by name, title, professional degree, salary and experience who are providing prevention services hereunder. If an Executive Director, Program Director, Assistant Director or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the SAPC Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives, and administrative procedures. Contractor shall institute a training program, approved by the SAPC Director, in which all personnel will participate.

C. Minimum Qualifications: The following minimum qualifications shall apply to all staff and management employed in-full or in-part under this Agreement, including employees directly involved in the administration, supervision, and/or provision of services:

- 1) Minimum one (1) year experience providing alcohol, tobacco, and other drug (ATOD) related services; education may be substituted for experience where coursework is directly related to the ATOD or Public Health fields.
- 2) Knowledge and understanding of AOD use prevention planning including education, screening and referral, community-based, and environmental prevention efforts;
- 3) Knowledge and understanding of the Strategic Prevention Framework (SPF) and its integral role in program planning, development, and evaluation;
- 4) Ability to plan, implement, and evaluate prevention service activities;
- 5) Knowledge of evidence-based strategies and prevention concepts for addressing AOD related community problems and contributing factors;
- 6) Ability to actively participate as a coalition member and effectively inform, engage, and mobilize community members around the prevention efforts;
- 7) Ability to document activities; and
- 8) Competency to work with the various ethnic/cultural groups in the community; and

- 9) Ability to train program staff on required contracted services, CalOMS Pv data entry and other required reporting.

- D. Contractor's Program Director: Contractor shall designate a Program Director to administer the prevention services provided under this agreement. In addition to the Minimum Qualifications described above in Section C, such person shall have a minimum of two (2) years of professional experience in the areas of budgeting, facility operation, fiscal management, personnel, evidence-based prevention program planning, report writing, documentation of specific activities, program evaluation, volunteer supervision, and knowledge of State and County funding requirements and service delivery.
- E. Prevention Coordinator: Contractor may assign aspects of the program's administration responsibilities to a Prevention Coordinator whose responsibilities include oversight of daily operations, implementation of the Work Plan, and ensuring compliance with County, State and federal funding contract requirements, and who is under the direct supervision of the Contractor's Program Director.

- 8. **SERVICES TO BE PROVIDED**: Primary prevention services shall be directed at individuals who never received nor require treatment services, and do not/would not meet criteria for substance abuse or dependence. Contractor shall comply with the following requirements:

- A. Strategic Prevention Framework (SPF): Contractor shall use the SPF to guide program planning, development, and evaluation throughout the contract term. Contractor shall submit their SPF (for the purpose of this Agreement this is defined as the CPS Proposal submitted in response to the AODPS Request for Proposal released in October 2010) plan to SAPC for review and approval, and shall comply with the level and quality of services described therein throughout the contract term; any modifications must be

justified in writing within 30 days of completion of the approved community assessment and approved by SAPC Director or his designee.

- B. Community Assessment: Contractor shall conduct a comprehensive community assessment within six (6) months of the contract award and throughout the contract term, as needed and required by the County, to better articulate the community conditions/needs and identify what prevention efforts will lead to the greatest decrease in AOD availability and accessibility and community norms and conditions that facilitate AOD use within the specified geographic area(s) or target population(s). The Contractor shall not begin direct services until the community assessment has been completed and approved by SAPC Director or his designee. Upon completion of the needs assessment, the Contractor shall submit all data documentation of findings and results to SAPC to be incorporated in a County-wide community assessment; SAPC- identified survey tools will be required.
- C. Comprehensive Prevention Services: To be considered comprehensive prevention services the overall program design must 1) change the local environment and conditions that facilitate AOD use, 2) identify individuals who could benefit from or contribute to prevention services/efforts, and 3) change the knowledge and behaviors of youth and adults that contribute to community norms about AOD use or actual AOD use.
- D. Coalition and Community Involvement: Contractor shall actively participate at all quarterly mandatory coalition meetings coordinated by the EPS contractor in SPA(s) where it provides services, and effectively inform, engage, and mobilize community members around the coalitions prevention efforts. Contractor shall develop a formal mechanism (e.g. community advisory meetings, collaborative, Town Halls) to obtain community

feedback to guide the development of the prevention services and effectively and efficiently adjust to changing community needs.

- E. Evidence-Based Practices: Contractor is required to select AOD prevention services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individual level AOD use and related outcomes. This includes 1) evidence-based programs or curricula categorized under substance abuse prevention on the National Registry of Evidence-based Programs and Practices or Communities That Care Prevention Strategies Guide; 2) substantiated AOD environmental strategies such as those described in the RAND Preventing Underage Drinking Technical Report or the Centers for Disease Control and Prevention Community Guide; or 3) where the program or curricula is not a recognized best practice/model program (as described in one and two above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes. The Contractor selected evidence-based practices/programs is/are \_\_\_\_\_.
- F. Alcohol and Other Drug (AOD) Screening Tool/Instruments: Contractors must select the Substance Abuse Subtle Screening Inventory (SASSI) or Alcohol, Smoking, and Substance Involvement Screening Test (ASSIST) which are AOD validated (tested)/standardized screening tools, or the Alcohol Use Disorders Identification Test – Consumption (AUDIT C+), as the screening tool to determine need for indicated prevention services. The Contractor selected tool is \_\_\_\_\_.
- G. Annual Work Plans: Contractor shall develop an annual Work Plan (using the required template) that ensures the Contractor's goals and objectives, as supported by the assessment (SPF Step 1), will impact SAPC's goals and objectives listed below. The

Work Plan must include all key steps and activities necessary to successfully achieve the environmental efforts and develop/maintain the coalition as indicated in the submitted SPF, Step 3 Planning and funded under this Agreement. The Work Plan must include key target completion dates by quarter for the fiscal year (e.g. start date of July 1, 2011 and end date of June 30, 2011 are not permitted). The SAPC approved Work Plan must be completed in full and on-time; approved work plans may be amended if justified in writing within 30 days of completion of the community assessment and must be approved by SAPC Director or his designee before implementation of services.

At minimum, two goals (Goal 1 is required), Long-Term Objective 1 and 2, Objective 1.1, and an additional objective are required.

**Goal 1:** Decrease underage and binge drinking in Los Angeles County, especially among youth and young adults.

**Goal 2:** Decrease illicit drug use (i.e. marijuana, methamphetamine, ecstasy) in Los Angeles County, especially among youth and young adults.

**Goal 3:** Decrease emerging drug use (i.e. inhalants, over-the-counter, prescription drug use) in Los Angeles County, especially among youth and young adults.

- **Long Term Objective 1:** Decrease availability and accessibility of alcohol in Los Angeles County, especially among youth and young adults.
  - **Objective 1.1:** Increase enforcement of existing alcohol laws, and implement new laws or policies, as suggested by data and conditions.
  - **Objective 1.2:** Increase compliance with liquor laws for liquor, convenience, and grocery stores.
  - **Objective 1.3:** Increase compliance with liquor sales and serving practices at bars and restaurants.

- **Objective 1.4:** Decrease social access to alcohol by underage individuals (parties, peers, friends, families, community events).
  - **Objective 1.5:** Decrease social access to illicit/emerging drugs by underage individuals (parties, peers, friends, community events).
  - **Objective 1.6:** Increase enforcement of existing marijuana laws and implement new laws and policies that limit availability and access as suggested by data and condition.
  - **Objective 1.7:** Increase the difficulty to obtain or use illicit drugs in local neighborhoods or public venues.
  - **Objective 1.8:** Increase the difficulty to obtain or use emerging substances in local neighborhoods and public venues.
  - **Objective 1.9:** Decrease ability of minors to purchase known substances of abuse at retail outlets.
  - **Objective 1.10:** Decrease youth access to unsupervised prescriptions, over-the-counter medications, and/or potential inhalants in the home.
- **Long Term Objective 2:** Decrease social norms and community conditions that contribute to AOD use in Los Angeles County (Proposer must specify target substance(s) selected).
- **Objective 2.1:** Decrease exposure of youth to messaging and images (both within the home and community) that promote or normalize alcohol use.

- **Objective 2.2:** Increase the perception that neighborhoods/community members are actively involved in preventing AOD use.
- **Objective 2.3:** Increase the perception that illicit drug use (marijuana, methamphetamine, ecstasy use and/or misuse is harmful.
- **Objective 2.4:** Increase the perception that using emerging drugs (inhalants, over-the-counter, prescription drug use) is harmful.

Over the thirty-six (36) month period, the Work Plan must reflect a logical progression to achieve the goals and objectives Work plans must be strategic and include measurable objectives, evidence-based strategies, and include evaluation measures as stated in this agreement.

- H. California Outcome Measurement Service for Prevention (CalOMS Pv): Contractor shall comply with the CalOMS Pv data reporting requirements as required by California State Department of Alcohol and Drug Program (CA-ADP). Contractor shall participate in CalOMS Pv training sessions and meetings as instructed by SAPC. Contractor shall train staff to use the CalOMS Pv web-based system within 30 (thirty) days of hire and provide or arrange for technical support thereafter. Contractor shall enter program service/activity data to the CalOMS Pv database on a daily or at a minimum weekly basis. Data shall be entered to reflect all services/activities outlined in the Contractor's County approved Work Plan. Contractor shall refer to the CalOMS Pv Description of Services for reporting prevention services and activities on the CalOMS Pv database. Contractor shall designate a minimum of one (1) staff and an alternate to serve as the contact for CalOMS Pv. Contractor shall comply with submitting CalOMS Pv data as scheduled by SAPC. Billing reimbursement may be delayed if Contractor's CalOMS Pv data entry is delinquent,

consistently inaccurate, does not fully represent completion of services/activities in the approved Work Plan, or otherwise does not comply with SAPC data reporting requirements.

- I. Reports: Subject to the reporting requirements outlined in the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit the following reports: Annual Work Plans, Work Plan Amendments (as required), Quarterly Reports, Year-End Reports, Community Assessment Results, Survey Results (as required), and Evaluation Reports. Additional reports may be required by SAPC as necessary. Report formats/templates will be provided by SAPC. Billing reimbursement may be delayed if reports are not submitted on-time.
- J. Meetings and Trainings: Contractor's Executive Director and/or Program Director shall participate in all mandatory quarterly coalition meetings coordinated by the EPS contractor in SPA(s) where the agency provides prevention services (outlined in Section 8, SERVICES TO BE PROVIDED, in this Agreement) and participate in all SAPC mandatory quarterly prevention provider roundtable meetings. In addition, Contractor shall participate in trainings as required by SAPC. (See outlined in Staffing Paragraph of the "ADDITIONAL PROVISIONS", incorporated herein).
- K. Evaluation Requirements: Contractor shall conduct a process and outcome evaluation, and submit the evaluation plan and summary results to SAPC as required. A qualified evaluator as defined by SAPC shall conduct the evaluation. The evaluation shall assess whether the Contractor's goals, objectives, and outcomes outlined in the SPF and Work Plan were achieved, how that impacts the County's goals and objectives, and whether modifications to the program are required based on the results. Any report(s) shall also

include how fidelity to the evidence-based model/practice was maintained and measured, and to include the qualifications of the evaluator.

- L. Public Announcements, Literature, and Outreach: Subject to the requirements of the PUBLIC ANNOUNCEMENTS, LITERATURE , AND OUTREACH PARAGRAPH of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable cost for review and approval by SAPC Director or his designee prior to publication, printing, duplication, and implementation for this Agreement. All such materials, public announcements, literature, audiovisuals, printed materials, community needs assessment surveys distributed by Contractor, materials describing services provided hereunder, shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was “made possible by the County of Los Angeles, Department of Public Health, Substance Abuse Prevention Control”. Submission forms shall be provided by SAPC and used by Contractor to obtain the necessary review and approval from SAPC for all material as described herein, prior to publication and/or use.

9. **PERFORMANCE EVALUATION**: Pursuant to the County’s Quality Assurance Plan Paragraph of the “ADDITIONAL PROVISIONS” of this Agreement, incorporated herein, Contractor's performance will be measured by SAPC to determine the adequacy of Contractor's performance and to develop recommendations for continuation of funding for the environmental prevention services for successive fiscal years. Review of the approved comprehensive community assessment, completion of the approved Work Plan, CalOMS Pv submissions, evaluation report, utilization, results of the on-site audit reports, and others may be considered in this determination.

Program audits will take place twice during the initial fiscal year and once thereafter in order to determine compliance with this contract including, but not limited to, Contractor's Work Plans.

AODPS

(COST/1YR)

\_\_\_\_\_  
SCHEDULE \_\_

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Comprehensive Prevention Services)**

	Period of <b>(07/01/11- 06/30/12)</b>
1. Maximum Allocation .....	\$_____
2. Projected Revenue .....	\$_____
3. Gross Program Allocation ..... (Item 1 plus Item 2)	\$_____
4. Maximum Monthly Amount/Allocation ..... (Item 1 divided by the number of months in the period)	\$_____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement and  
ADDITIONAL PROVISIONS.

AODPS

(COST/1YR)

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BUDGET

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Comprehensive Prevention Services)**

<u>ITEM</u>	Period of <b><u>(07/01/11- 06/30/12)</u></b>
Salaries .....	\$_____
Facility Rent/Lease .....	\$_____
Equipment Leases .....	\$_____
Services and Supplies .....	\$_____
Administrative Overhead .....	\$_____
Gross Budget*	\$_____

\* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

AODPS

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STATEMENT OF WORK

ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Comprehensive Prevention Services)**

OVERALL GOAL: Contractor shall indicate the overall comprehensive prevention program goal to be achieved. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal and objective(s) that such services will achieve.

Overall Goal:

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**COMPREHENSIVE PREVENTION SERVICE/PROGRAM DESCRIPTION:** Contractor shall provide a clear and concise prevention program description that describes strategies/activities for addressing specific objective (s) directly associated to alcohol use problems that are related to the overall goal:

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STATEMENT OF WORK (CONTINUED)  
ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**(Comprehensive Prevention Services)**

STRATEGIES: Attach approved FY 2011-2012 Work Plan which includes program objectives, activities, timelines, expected outcomes, and evaluation methods to be provided in order to achieve the goals and objectives. FY 2012-2013, and FY 2013-2014 Work Plans shall be submitted by Contractor *within* sixty (60) calendar days prior to start of fiscal year for approval by SAPC Director or his designee. Approved work plans may be amended if justified in writing by September 30<sup>th</sup> and must be approved by SAPC Director or his designee before implementation of services.



## EXHIBIT IV

### INSTRUCTIONS FOR PREPARING WORK PLAN

For the purpose of this RFP, a 36 month timeframe shall be used to complete the Work Plan. Proposer is required to complete a Work Plan for each fiscal year (e.g., FY 2011-2012, FY 2012 -2013, FY 2013-2014). The Work Plan must include sufficient detail to enable the evaluation committee and County, SAPC to understand the scope of the proposed services. Over the 36 month period, the Work Plan must reflect a logical progression to achieve the goals and objectives and thus cannot just repeat the previous fiscal year's activities.

Using the format provided (**Attachment 5**), please follow the instructions as described below.

1. **County Goal** – Identify County Goal you will be working toward achieving.
2. **County Objective** – Identify County Long-Term and County Objective(s) you will be working toward achieving. This will aid in strategically planning your services as well as entering your California Outcome Measurement Service for Prevention (CalOMS Pv) data throughout the year. For your reference, a list of County Objectives is attached (**Exhibit I**).

A new and unique set of Contractor's Objectives, Activities, Timeline, etc. must be developed to support each County Objective selected.

3. **Contractor's Objective** – Based on the County Objective you identify, please develop Objectives according to the parameters below. Contractor must specify target substance(s) selected.
  - a. Each Objective should reflect the change you hope to achieve as a result of the activities you conduct.
  - b. Each Objective should be SMART:
    - Specific
    - Measurable
    - Achievable
    - Realistic
    - Time-specific
  - c. Each objective should be numbered consecutively (i.e., 1,2,3)
4. **Activities** – The activities should follow a logical sequence of events with specific steps that will be taken to accomplish each objective. The following must be included:
  - a. List the major activities that need to be completed to achieve the objective.
  - b. Indicate the location or site where activities will occur.
  - c. Indicate the frequency of the activity.
  - d. Estimate the number of people to be served in the various activities.
  - e. Each Activity should be outlined by lower-case letters (i.e., 1a,1b,1c)

## EXHIBIT IV

5. **Timeline** - A timeline should be created to specify the timeframe in which each activity is planned to be started and ended for each quarter of the fiscal year (General fiscal year timeline such as 07/01/11-06/30/12 will not be accepted).
  - a. Timeframes should correlate to activities by being labeled with corresponding lower-case letters (i.e., a,b,c).
7. **Expected Outcomes** – While the objective describes the change you hope will occur as a result of your collective efforts, the Expected Outcomes section is an opportunity for you to describe the change you expect as a result of the process along the way to achieving your objective.

**Short-term Outcomes-** are the immediate changes you expect to achieve for individuals, organizations or communities.

**Long-term Outcomes-** are the ultimate effects or changes your program would like to create.

  - a. Outcomes should correlate to activities by being labeled with corresponding lower-case letters (i.e., a,b,c).
8. **Evaluation** – Evaluation measures are not necessary for every activity, but should be carefully considered in the planning process. The Evaluation section should include documentation of activities as well as true evaluation measures and is used for evaluating the effectiveness of individual steps along the way as well as your overall program and for auditing verification purposes.
  - a. Examples of documentation include, but are not limited to, flyers, agendas, photos, meeting minutes, attendance rosters, pre-/post-tests, curriculum materials, etc. Evaluation measures include, but are not limited to, CalOMS Pv, pre-/post-test results, police call-for-service data analysis, service utilization, etc.
  - b. Evaluation measures should correlate to activities by being labeled with corresponding lower-case letters (i.e., a,b,c).

\* \* \* \* \*

## EXHIBIT V

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

The following information is provided for reference purposes only. Actual figures will depend on the agency's proposed program design, expenses, and revenue.

#### I. GENERAL REQUIREMENTS

- A. Budget should include all costs related to the proposed project.
- B. Line items for all budget categories should include a description and justification for each item.
- C. Category totals should equal the total amount requested in the proposal.

#### II. PROGRAM EXPENSES

##### A. Salaries and Employee Benefits

- 1. Salaries: Include all line, supervisory, and other staff positions who provide direct services. To determine the TOTAL SALARY COSTS for a position, use the following formula: Monthly salary times [x] number of months budgeted on project times [x] percent of time on project equals [=] TOTAL SALARY COSTS

*Example A: Full-time employee working 70% of time on project*

$$\$2,000 \times 12 \times 70\% = \$16,800$$

*Example B: Half-time employee working 50% of time on project*

$$\$1,000 \times 12 \times 50\% = \$6,000$$

*Total Salaries: \$16,800 plus [+] \$6,000 = \$22,800*

- 2. Employee Benefits: This is calculated percentage of each employee's total salary costs; based on such expenses as FICA, SUI, Medical/Dental, Workmen's Compensation, or other benefits.

*Example:*

*FICA @ 7.65% + SUI @ 4.25% + Medical/Dental @ 6.0%  
+ Workers' Comp @ 3.25% = 21.15% percentage of all paid employee benefits.*

## EXHIBIT V

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

To determine TOTAL EMPLOYEE BENEFITS for each position, use the following formula:

*TOTAL SALARY COSTS (\$22,800) x percentage of all paid employee benefits (21.15%) = TOTAL EMPLOYEE BENEFITS*

Example A:

*Full-time employee working 70% of time on project, \$16,800 x 21.15% = \$3,553.20*

Example B:

*Half-time employee working 50% of time on project, \$6,000 x 21.15% = \$1,269.00*

*Total Employee Benefits: \$3,553.20 + \$1,269.00 = \$4,822.20*

3. Total Salaries and Employee Benefits:  $\$22,800 + \$4,822.20 = \underline{\underline{\$27,622.20}}$

#### B. Facility Rent/Lease Expenses

The total amount of FACILITY RENT OR LEASE EXPENSES charged to this project are based on the following formula: Total monthly rental or lease amount, divided by [/] total gross square footage = cost per square foot x total square footage used for this project x number of months project is budgeted = TOTAL FACILITY RENT OR LEASE EXPENSES

Example:  $\$2,000 / 2,000 \text{ sq.ft} \times 1,000 \text{ sq.ft} \times 12 \text{ months} = \$12,000$

#### C. Equipment and/or Other Assets Expenses

Equipment and/or other assets expenses should be determined by calculating the amount of time the leased equipment or other assets will be used exclusively on this project.

Example: *One (1) copier rental with tone and paper supplies at \$500 per month x 10% usage on project = \$50.00 per month x 12 months = \$600*

Example: *One (1) computer at \$5000 x 100% usage on project ÷ 5 years depreciation = 1,400*

## EXHIBIT V

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

#### D. Services, Supplies, and Equipment Depreciation

Indicate expenditures for any of the following items: Audit fees, bookkeeping fees, books and publications, facility maintenance, insurance, license/permit fees, mileage, office machine maintenance/repairs, office supplies, postage, printing, janitorial and other maintenance supplies, telephone, training, utilities, interest expenses, and consultants. **Note:** Minimum of five (5) percent shall be budgeted for an evaluator.

<i>Example:</i>	
<i>audit fees</i>	<i>\$200.00</i>
<i>bookkeeping fees</i>	<i>\$300.00</i>
<i>books and publications</i>	<i>\$150.00</i>
<i>facility maintenance</i>	<i>\$500.00</i>
<i>insurance</i>	<i>\$900.00</i>
<i>license/permit fees</i>	<i>\$50.00</i>
<i>mileage</i>	<i>\$400.00</i>
<i>office machine maintenance/repairs</i>	<i>\$200.00</i>
<i>office supplies</i>	<i>\$1,000.00</i>
<i>postage</i>	<i>\$30.00</i>
<i>printing</i>	<i>\$30.00</i>
<i>janitorial/other maintenance supplies</i>	<i>\$35.00</i>
<i>telephone</i>	<i>\$750.00</i>
<i>training</i>	<i>\$150.00</i>
<i>utilities</i>	<i>\$100.00</i>
<i>interest expense</i>	<i>\$100.00</i>
<i>consultants</i>	<i>\$100.00</i>
<i>other</i>	<i>\$0.00</i>
<i><b>total</b></i>	<i><b>\$4,995.00</b></i>

#### E. Administrative Overhead

An administrative overhead rate may be applied to project costs, based upon acceptable accounting and budgeting procedures. An administrative overhead rate over 20% needs additional justification of how rate was determined. Project size, other available resources, number and type of concurrent projects undertaken by agency, etc. are all examples of different factors to consider in determining if or to what extent an administrative overhead rate may be applied. Any and all supporting

## EXHIBIT V

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

documentation showing how the administrative overhead rate was calculated must be appended to the budget.

#### F. Total Gross Cost of Program

The total gross cost is determined by adding all program expenses calculated for the budget

<u>Example:</u>	<u>Program Expenses</u>	
	<i>Salaries and Employee Benefits</i>	<i>\$27,622.00</i>
	<i>Facility Rent/Lease</i>	<i>\$12,000.00</i>
	<i>Equipment and/or Other Assets</i>	<i>\$2,000.00</i>
	<i>Services and Supplies</i>	<i>\$4,995.00</i>
	<i>Administrative Overhead</i>	<u><i>\$5,524.00</i></u>
	<b><i>Total Gross Cost of Program</i></b>	<b><i>\$52,141.00</i></b>

### III. INCOME/REVENUE

#### A. Projected County Allocation

State your projected County allocation for the contract period.

Example: \$50,000 (for the period July 1, 2011 to June 30, 2012)

#### B. Private Funding and/or Other Revenue

State any projected private funding, client revenue, and other revenue for the proposed project for the contract period.

Example: \$ 2,141.00 (private donations)

#### C. Total Income/Revenue

The total income/revenue should equal the total gross program cost.

Example: *Projected County allocation of \$50,000 + Private Funding of \$2,141.00*  
*= \$52,141.00*

## EXHIBIT V

### INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

The total Income/Revenue of program is \$52,141.00.

IV. BUDGET NARRATIVE (DETAILED DESCRIPTION AND JUSTIFICATION OF EACH LINE ITEM  
BUDGET CATEGORY)

A. Description

Explain how salaries and employee benefit costs were calculated. Provide a brief description of each requested item, the corresponding cost, and a brief justification statement. Explain how each line item expense relates to your written proposal.

*Example: (Under EQUIPMENT AND/OR OTHER ASSETS category)  
1 printer @ \$1,500*

*Description: - This printer is compatible with the agency's IBM computer.*

B. Justification

Provide sufficient reason for the importance and need of each line item requested in the budget, as it relates to (1) strategies/program elements and activities of the written program proposal, and (2) any administrative services or requirements.

*Example: Justification: Staff assigned exclusively to this project will be using the printer to develop program reports and other documents in a timely manner.*



## EXHIBIT VI



### Department of the Treasury Internal Revenue Service

#### Notice 1015

(Rev. December 2009)

#### Have You Told Your Employees About the Earned Income Credit (EIC)?

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##### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

##### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

##### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

##### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

##### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

##### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.



## **EXHIBIT VII**

### **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)



## **EXHIBIT VIII**

### **Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE**

#### **2.203.010. Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.020. Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

## **EXHIBIT VIII**

### **Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE**

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030. Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040. Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050. Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT VIII**

### **Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE**

#### **2.203.060. Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



## **EXHIBIT IX**

### **Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

#### **2.206.010. Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.020. Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
- G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

## **EXHIBIT IX**

### **Title 2 ADMINISTRATION**

#### **Chapter 2.206**

#### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

##### **2.206.030. Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.040. Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.050. Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.060. Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;

## **EXHIBIT IX**

### **Title 2 ADMINISTRATION**

#### **Chapter 2.206**

#### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

## **EXHIBIT IX**

### **Title 2 ADMINISTRATION**

#### **Chapter 2.206**

#### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

##### **2.206.070. Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  - 1.Recommend to the Board of Supervisors the termination of the contract; and/or,
  - 2.Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  - 3.Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.080. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

<b>ATTACHMENTS</b>
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## ATTACHMENTS

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Attachment 1	Letter of Intent to Apply
Attachment 2	Proposal Face Sheet
Attachment 3	Minimum Mandatory Requirements to Participate
Attachment 4	Transmittal Form to Request a Solicitation Requirements Review
Attachment 5	Work Plan
Attachment 6	Proposed Budget Summary
Attachment 7	Other Required Forms
	7A: Proposer's Organization Questionnaire/Affidavit
	7B: Prospective Contractor List of References
	7C: Prospective Contractor List of Contracts
	7D: Prospective Contractor List of Terminated Contracts
	7E: Certification of No Conflict of Interest
	7F: Familiarity with the County Lobbyist Ordinance Certification
	7G: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
	7H: Proposer's EEO Certification
	7I: Attestation of Willingness to Consider GAIN/GROW Participants for Employment
	7J: Contractor Employee Jury Service Program Certification Form and Application for Exception
	7K: Charitable Contributions Certification
	7L: Transitional Job Opportunities Preference Application ( <b>if applicable</b> )
	7M: Certification of Compliance with the County's Defaulted Property Tax Reduction Program
	7N: Federally Funded Health Care Program Affidavit
	7O: Acceptance of Terms and Conditions Affirmation
	7P: HIPAA Certification Form
Attachment 8	Identification of Person Writing Proposal
Attachment 9	Required RFP Documentation Checklist



**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL**

**MANDATORY INTENT TO APPLY**

**REQUEST FOR PROPOSALS  
FOR  
ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

This is to provide notification of our intention to submit a proposal(s) in response to the Los Angeles County Substance Abuse Prevention and Control's Request for Proposals for Alcohol and Other Drug Prevention Services issued on October 8, 2010.

Name:

Title:

Agency:

Address:

Phone:

Fax:

E-mail Address:

☐ Category 1 Only

☐ Category 2 Only

☐ Category 1 AND Category 2

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**THIS FORM MUST BE RECEIVED BY SAPC NO LATER THAN 4:30 PM ON  
NOVEMBER 22, 2010. IT MAY BE MAILED TO THE ADDRESS BELOW OR SENT BY  
FAX TO (626) 299-7226.**

Mr. Gary Izumi  
Director, Contract Development and Processing Division  
Substance Abuse Prevention and Control  
3rd Floor, Building A-9 East  
1000 S. Fremont Ave.,  
Alhambra, California 91803



**PROPOSAL FACE SHEET**

**REQUEST FOR PROPOSALS**

**FOR**

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

Name of Agency Submitting Proposal: \_\_\_\_\_

Address (Main Office): \_\_\_\_\_

City, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Indicate if new non-SAPC contracted agency or current SAPC contracted prevention provider	<input type="checkbox"/> New	<input type="checkbox"/> Current
If current provider, indicate if prevention service is new or an expansion of current program services	<input type="checkbox"/> New	<input type="checkbox"/> Expansion
Specific Geographic Area/ Location of site(s)	<u>Location</u>	<u>SPA</u> <sup>1</sup> <u>SD</u> <sup>2</sup>

Specific Populations Targeted: \_\_\_\_\_

Total Amount of Funding Requested: \_\_\_\_\_

Name of Executive Director: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

<sup>1</sup> **Service Planning Area.** See <http://publichealth.lacounty.gov/spa/spamap.htm> for your SPA location.

<sup>2</sup> **Supervisory District.** See <http://planning.lacounty.gov/> for your SD location.



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

**RFP # SAPC-2010-02**

### MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE

Proposers must demonstrate their ability to meet **each** of the Minimum Mandatory Requirements to Participate, in order for their proposals to be evaluated, as outlined in RFP Section VI. Proposers must indicate this ability by checking the appropriate box to respond to each question, and must indicate the location of the requested information in the proposal. Responses may be verified by SAPC as part of the Pass/Fail qualifying review. A proposal with even one “No” response will automatically obtain a score of FAIL, will be deemed unresponsive to the RFP, and will be disqualified from further evaluation.

**PROPOSER:** \_\_\_\_\_

Minimum Mandatory RFP Requirement	Yes	No
<p>1. Is the Proposer a tax-exempt, public or incorporated private non-profit organization (registered with the State of California) or agency of a municipal government?</p> <p style="margin-top: 20px;">If yes, please specify the section, page number, and paragraph in the proposal where this information, to include name and tax exempt status can be verified.</p> <p style="margin-top: 20px;">Other government agencies, local educational agencies, institutions of higher education, and for-profit organizations are not eligible to apply.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. Does the Proposer have demonstrated expertise and at least four (4) years experience in primary alcohol and other drug prevention services prior to the proposal submission deadline?</p> <p style="margin-top: 20px;">If yes, please specify the section, page number, and paragraph in the proposal where this information can be verified.</p> <p style="margin-top: 20px;">For Category 1 applicants, does the four (4) years experience include justification of one (1) year experience in community organizing, as well as planning, designing, and implementing alcohol, tobacco, or other drug (ATOD) environmental and/or policy effort?</p> <p style="margin-top: 20px;">If yes, please specify the section, page number, and paragraph in the proposal where this information can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>

## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

RFP # SAPC-2010-02

### MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE

PROPOSER: \_\_\_\_\_

Minimum Mandatory RFP Requirement	Yes	No
<p>3. a) Does the proposal include a description of AOD prevention efforts by the Proposer, duly supported by evidence as described in Section III, Prevention Services Frameworks, Part D. Evidence-Based Services/Curricula? If yes, please specify the section and page number (s) in the proposal where this detailed information can be verified.</p> <p>b) Does the proposal cite supporting evidence with evaluation results attached as required (if selecting option three)? If yes, please specify the section and page number(s) in the proposal where this detailed information can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Does the Proposer have collaborative relationships with existing service agencies that provide substance abuse treatment and recovery support activities to ensure a continuum of services?</p> <p>If yes, please specify the section, page number, and paragraph where this information can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. If the Proposer has existing County contracts are they all in good standing and comply with applicable laws and specific contract requirements? If yes, please specify the section, page number, and paragraph in the proposal where this information can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. Will the Proposer be able to begin conducting the needs assessment within thirty (30) days and direct services within the first six (6) months of the contract award? If yes, please specify the section, page number, and paragraph in the proposal where this information can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. Has the Proposer submitted as attachments to its Proposal, <u>all</u> of the following required forms?</p> <p>If yes, please indicate the section/part of the proposal where these forms can be verified.</p>	<input type="checkbox"/>	<input type="checkbox"/>

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****RFP # SAPC-2010-02****MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE****PROPOSER:** \_\_\_\_\_

Minimum Mandatory RFP Requirement	Yes	No
<ul style="list-style-type: none"> <li>a. Attachment 5 Proposer's Organization Questionnaire/ Affidavit -</li> <li>b. Attachment 6 Certification of No Conflict of Interest -</li> <li>c. Attachment 7 Familiarity with the County Lobbyist Ordinance Certification -</li> <li>d. Attachment 8 Attestation of Willingness to Consider GAIN/GROW Participants for Employment -</li> <li>e. Attachment 9 Contractor Employee Jury Service Program Certification Form and Application for Exception -</li> <li>f. Attachment 11 Charitable Contributions Certification -</li> <li>g. Attachment 12 Acceptance of Terms and Conditions Affirmation -</li> <li>h. Attachment 17 Request for Local SBE Preference Program Consideration and CBE Organization/ Firm Information Form -</li> <li>i. Attachment 18 Transitional Job Opportunities Preference Application (if applicable) -</li> <li>j. Attachment 19 Certification of Compliance with the County's Defaulted Property Tax Reduction Program -</li> <li>k. Attachment 20 HIPAA Certification Form -</li> </ul>		



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****TRANSMITTAL FORM TO REQUEST  
A SOLICITATION REQUIREMENTS REVIEW**

A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the RFP.

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

The Proposer understands that this request must be received by the County within **10 business days** of issuance of the RFP.

For each area contested, following are the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

<i><b>For County use only</b></i>
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Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_



# ATTACHMENT 5

## SUBSTANCE ABUSE PREVENTION AND CONTROL ALCOHOL AND OTHER DRUG PREVENTION SERVICES WORK PLAN - FISCAL YEAR \_\_\_\_\_ - \_\_\_\_\_ AGENCY NAME \_\_\_\_\_ PROPOSED CATEGORY \_\_\_\_\_

COUNTY GOAL					
COUNTY LONG-TERM OBJECTIVE					
COUNTY OBJECTIVE					
PROPOSER'S OBJECTIVE					
	Quarterly Timeline		Expected Outcomes		
Activities	Start Date	End Date	Short -Term Outcome	Long -Term Outcome	Evaluation

## ATTACHMENT 5

**SUBSTANCE ABUSE PREVENTION AND CONTROL**  
**ALCOHOL AND OTHER DRUG PREVENTION SERVICES WORK PLAN - FISCAL YEAR \_\_\_\_\_ - \_\_\_\_\_**  
**AGENCY NAME \_\_\_\_\_**  
**PROPOSED CATEGORY \_\_\_\_\_**

COUNTY GOAL					
COUNTY LONG-TERM OBJECTIVE					
COUNTY OBJECTIVE					
PROPOSER'S OBJECTIVE					
	Quarterly Timeline		Expected Outcomes		
Activities	Start Date	End Date	Short -Term Outcome	Long -Term Outcome	Evaluation

## ATTACHMENT 5

**SUBSTANCE ABUSE PREVENTION AND CONTROL**  
**ALCOHOL AND OTHER DRUG PREVENTION SERVICES WORK PLAN - FISCAL YEAR \_\_\_\_\_ - \_\_\_\_\_**  
**AGENCY NAME \_\_\_\_\_**  
**PROPOSED CATEGORY \_\_\_\_\_**

COUNTY GOAL					
COUNTY LONG-TERM OBJECTIVE					
COUNTY OBJECTIVE					
PROPOSER'S OBJECTIVE					
	Quarterly Timeline		Expected Outcomes		
Activities	Start Date	End Date	Short -Term Outcome	Long -Term Outcome	Evaluation

# ATTACHMENT 5

**SUBSTANCE ABUSE PREVENTION AND CONTROL**  
**ALCOHOL AND OTHER DRUG PREVENTION SERVICES WORK PLAN - FISCAL YEAR \_\_\_\_\_ - \_\_\_\_\_**  
**AGENCY NAME \_\_\_\_\_**  
**PROPOSED CATEGORY \_\_\_\_\_**

COUNTY GOAL					
COUNTY LONG-TERM OBJECTIVE					
COUNTY OBJECTIVE					
PROPOSER'S OBJECTIVE					
	Quarterly Timeline		Expected Outcomes		
Activities	Start Date	End Date	Short -Term Outcome	Long -Term Outcome	Evaluation

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****PROPOSED BUDGET SUMMARY****PROPOSER:****SERVICE TO BE PROVIDED:**

For each item below, summarize the amounts budgeted for the entire number of months of the proposed program. **PROGRAM EXPENSES** should reflect the total cost to operate a program, including any costs that may not be covered by the proposed County allocation. **INCOME/REVENUE** should reflect all funding sources that will be dedicated to the project to cover all program expenses.

ITEM	Budget for 07/10/11 - 06/30/12	Budget for 07/10/12 - 06/30/13	Budget for 07/10/13 - 06/30/14	Total Budget for 07/01/11 - 06/30/14
<b>PROGRAM EXPENSES</b>				
Salaries and Employee Benefits				\$ -
Facility Rent/Lease				\$ -
Equipment and/or Other Assets Leases				\$ -
Services, Supplies, and Equipment Depreciation				\$ -
Administrative Overhead				\$ -
<b>TOTAL PROGRAM EXPENSES</b>	\$ -	\$ -	\$ -	\$ -
<b>INCOME/ REVENUE</b>				
Projected County Allocation				\$ -
Private Funding Monies and/or Other Revenue				\$ -
<b>TOTAL INCOME/ REVENUE</b>	\$ -	\$ -	\$ -	\$ -



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

**Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation), State, and date of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBAs, please list all DBAs and the County(ies) of registration:

<u>Name</u>	<u>County of Registration</u>	<u>Year became DBA</u>
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ Yes \_\_\_\_ No

If yes, please provide the following information:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as, within the last five (5) years.

<u>Name</u>	<u>Year of Name Change</u>
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, indicate so below.

\_\_\_\_\_

\_\_\_\_\_

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of: \_\_\_\_\_ (Proposer's name)

I, \_\_\_\_\_ (Name of Proposer's authorized Representative), certify that the information contained in this Proposer's Organization Questionnaire/ Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## PROSPECTIVE CONTRACTOR'S REFERENCES

Proposer's Name: \_\_\_\_\_

List Five (5) References where the same or similar scope of services was provided in order to meet the Minimum Requirements stated in this RFP.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## PROSPECTIVE CONTRACTOR'S LIST OF CONTRACTS

**Proposer's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## PROSPECTIVE CONTRACTOR'S LIST OF TERMINATED CONTRACTS

**Proposer's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
Name or Contract No.	Reason for Termination:			



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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Proposer Name

---

Proposer Official Title

---

Official's Signature



**ATTACHMENT 7F**

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATE**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_

**COUNTY VENDOR NUMBER:** \_\_\_\_\_

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## PROPOSER'S EEO CERTIFICATION

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 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION****YES****NO**

- |   |          |          |
|---|----------|----------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment.  | (      ) | (      ) |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.  | (      ) | (      ) |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.   | (      ) | (      ) |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (      ) | (      ) |

---

 Signature

---

 Date

---

 Name and Title of Signer (Please print)



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax#: \_\_\_\_\_



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Alcohol and Other Drug Prevention Services (RFP #):		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

***REVIEWED BY COUNTY:***

<b><i>SIGNATURE OF REVIEWER</i></b>	<b><i>APPROVED</i></b>	<b><i>DISAPPROVED</i></b>	<b><i>DATE</i></b>



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

Date: \_\_\_\_\_



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**  
**FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT**  
(No Exclusionary Action)\*

Proposer hereby certifies that neither Proposer (name as shown on bid or proposal) nor any of its staff members are currently barred from participating in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

_____ Signature of Authorized Representative of Proposing Entity	_____ Date
_____ Name in Print	_____ Position Title

If Proposer cannot execute this form because the Proposer or one (1) or more of its staff members is(are) barred from participating in a Federally funded health care program, Proposer shall submit a signed and dated statement, also labeled "Attachment 7N" reflecting all of the details of such debarment action.



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Proposer hereby affirms that it understands and

\_\_\_\_\_  
(Proposer’s Legal Entity Name)

agrees that a submission of a bid response/ proposal to this Request for Proposals (RFP) constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFP and any addenda thereto.

\_\_\_\_\_  
Signature of Authorized Representative of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Position Title



## ALCOHOL AND OTHER DRUG PREVENTION SERVICES

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (“Agency”) identified below and makes the following statements on behalf of his or her Agency.

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Agency acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. The Agency understands and agrees that as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients’ medical information and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The Agency understands and agrees that it is separately and independently responsible for compliance with HIPAA in all areas and that County has not undertaken any responsibility for compliance on Agency’s behalf. Agency has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Agency’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

The Agency and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

#### Certification of Compliance

The Agency is in full compliance with HIPAA regulations. Owner’s/ Agent’s Authorized Signature:	Print Name and Title:
Print Name of Agency:	Date:



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

**IDENTIFICATION OF PERSON WRITING PROPOSAL**

---

Proposer's Name

---

Proposer's Business Address

---

Name of Person Writing Proposal

---

Writer's Business Address

---

Signature of Authorized Representative of  
Proposing Entity

---

Date

---

Print Name

---

Date



**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****REQUIRED RFP DOCUMENTATION CHECKLIST**

NAME OF PROPOSER: \_\_\_\_\_

**This form is provided as a guide to facilitate the preparation of the proposal. Proposer shall assume responsibility for all documentation required by the RFP.**

**INCLUDED/  
DONE? (✓)**

**DOCUMENTATION****GENERAL FORMAT REQUIREMENTS**

- ☐ Machine printed in black type of at least 10 pt Times New Roman
- ☐ Double-spaced, with at least 1 inch for top, bottom, left, right margins
- ☐ Single sided on 8½" x 11" standard size white bond (or similar color and texture) paper
- ☐ Organized by paragraph sections, alphabetized and titled sections, with each section separated by dividers which have labeled, extended tabs
- ☐ Pages numbered sequentially from beginning to end of proposal
- ☐ One original, nine (9) hard copies of proposal in separate, individual three-ring binders with a maximum binder size of 4 inches.
- ☐ One PDF copy of proposal in CD/DVD
- ☐ All hard copies (including original) and CD/DVD are clearly labeled with the RFP Title, "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL REQUEST FOR PROPOSALS FOR ALCOHOL AND OTHER DRUG PREVENTION SERVICES"
- ☐ All hard copies including original, to be identified as "TRADE SECRETS", "CONFIDENTIAL" or "PROPRIETARY".
- ☐ **Cover Letter**, maximum of two pages, that includes:
  - Full legal agency name and DBA, address, telephone and fax numbers
  - Service Planning Areas (SPAs) where proposer's headquarters will be located
  - Location, SPAs, and Supervisorial Districts (SDs) where each of the four services proposed will be provided
  - Name, telephone number and fax number of the proposer's contact person for this RFP
  - Signature of the proposer's Executive Director, Chief Executive Officer, or other authorized designee in blue ink
  - Addressed to Mr. Gary Izumi at SAPC
- ☐ **Proposal Face Sheet**, using Attachment 2 as sample format to follow.

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****INCLUDED/  
DONE? (✓)****DOCUMENTATION**

- ☐ **Table of Contents** that includes a detailed and complete outline of material included in the proposal, identified by section, alphabetized paragraphs, and continuous page numbering from beginning to end.

**SECTION 1 MINIMUM MANDATORY REQUIREMENTS TO PARTICIPATE**

- ☐ Form: Minimum Mandatory Requirements to Participate
- ☐ Document(s): Letters of Support and/or formal agreements
- ☐ Document(s): Proposer's 501(c)(3) exempt status letter, if applicable

**SECTION 2 PROPOSAL NARRATIVE (MAXIMUM: 25 PAGES)****a. Category 1 (EPS)**

- ☐ Narrative: Executive Summary
- ☐ Narrative: Assessment
- ☐ Narrative: Capacity
- ☐ Narrative: Plan to include target population, vision, mission, goals, objectives, program services, implementation plan, evaluation system
- ☐ Form: Attachment 5, Work Plan
- ☐ Document(s): Organizational Chart
- ☐ Document(s): Job Descriptions for key positions
- ☐ Document(s): Resumes of key staff
- ☐ Form: Attachment 6, Proposed Budget Summary Form
- ☐ Document(s): Budget Narrative

**b. Category 2 (CPS)**

- ☐ Narrative: Executive Summary
- ☐ Narrative: Assessment
- ☐ Narrative: Capacity
- ☐ Narrative: Plan to include target population, vision, mission, goals, objectives, program services, implementation plan, evaluation system
- ☐ Form: Attachment 5, Work Plan

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****INCLUDED/  
DONE? (✓)****DOCUMENTATION**

- ☐ Document(s): Organizational Chart
- ☐ Document(s): Job Descriptions for key positions
- ☐ Document(s): Resumes of key staff
- ☐ Form: Attachment 6, Proposed Budget Summary Form
- ☐ Document(s): Budget Narrative

**SECTION 3 FORM OF BUSINESS ORGANIZATION AND FINANCIAL INFORMATION****a. Form of Business Organization (one per agency)**

- ☐ Narrative: Business organization of proposer
- ☐ Form: Proposer's Organizational Questionnaire/ Affidavit (one per agency)
- ☐ Document(s): Articles of Incorporation and amendments
- ☐ Document(s): Detailed Statement on legal status (totally or substantially owned by another business organization)
- ☐ Document(s): Board minutes on authority of representative
- ☐ Document(s): Tax Exempt status letter, e.g., 501 (c)(3), or tax status per agency where appropriate

**b. Financial Status**

- ☐ Document(s): Fiscal Year 2008-09 Audited Statement of Assets and Liabilities and Net Worth
- ☐ Document(s): FY 2009-10 Balance Sheet or Statement of Financial Position
- ☐ Document(s): FY 2009-10 Profit and Loss Statement of Statement of Income
- ☐ Document(s): FY 2006-09 Statement of Cash Flow
- ☐ Document(s): Declaration of Current Good Standing with Federal, State, County, City and other contracts

**SECTION 4 PENDING LITIGATIONS AND JUDGMENTS**

- ☐ Document(s): Signed and dated Declaration on Pending Litigations and Judgments for past five (5) years

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES****INCLUDED/  
DONE? (✓)****DOCUMENTATION****SECTION 5 REQUIRED FORMS**

- ☐ Form: Certification of No Conflict of Interest
- ☐ Form: Familiarity with County Lobbyist Ordinance Certificate
- ☐ Form: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information (**if appropriate**)
- ☐ Form: Proposer's EEO Certification
- ☐ Form: Attestation of Willingness to Consider GAIN/GROW Participants
- ☐ Form: County of LA Contractor Employee Jury Service Program Certification and Application for Exception
- ☐ Form: Charitable Contributions Certification
- ☐ Form: Transitional Job Opportunities Preference Application (if applicable)
- ☐ Form: Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- ☐ Form: Federally Funded Health Care Program Affidavit
- ☐ Form: HIPAA Certification Form

**SECTION 6 ACCEPTANCE OF TERMS AND CONDITIONS**

- ☐ Form: Acceptance of Terms and Conditions Affirmation

**SECTION 7 CONTRACT REFERENCES (PER AGENCY)**

- ☐ Form: Prospective Contractor List of References
- ☐ Form: Prospective Contractor List of Contracts
- ☐ Form: Prospective Contractor List of Terminated Contracts

**SECTION 8 ADDITIONAL INFORMATION**

- ☐ Additional Information

**SECTION 9 IDENTIFICATION OF PERSON WRITING PROPOSAL**

- ☐ Form: Identification of Person Writing Proposal

**ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

**A proposal is incomplete unless all of the required documentation is included and all of the general format requirements are met. Proposers shall submit one ORIGINAL proposal, nine (9) hard copies and one PDF copy of the proposal on CD or DVD, all contained in boxes. Hard copies should be in three-ring binders and both hard copies and CD/DVD should be clearly labeled. The box that contains the ORIGINAL proposal must be properly identified. ALL PROPOSALS MUST BE RECEIVED BY SAPC BY 3:00 PM, DECEMBER 6, 2010, PACIFIC STANDARD TIME.**